



# United States Department of the Interior

## NATIONAL PARK SERVICE

Pacific West Region  
1111 Jackson Street, Suite 700  
Oakland, California 94607-4807



IN REPLY REFER TO:  
C3823(PWR-CM)

DEC 23 2004

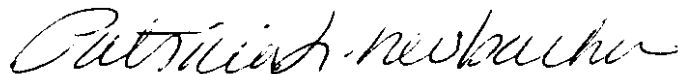
Peter Whittaker  
Rainier Mountaineering, Inc.  
Vice President  
P. O. Box Q  
Ashford, WA 98304

Dear Mr. Whittaker

Pending the development of a prospectus for a new concession contract covering the visitor services you were currently providing Mount Rainier National Park under concession contract CC-MORA001-96, the National Park Service hereby authorizes you to continue operation of the services through December 31, 2005 or until such time as a new concession contract is awarded, whichever occurs first. The terms and conditions of the concession contract remain the same. Your acceptance of continuation of operation does not affect any rights that you may have under the terms of Public Law 105-391 to the award in the new concession contract covering the current concession operation.

After making a copy of this letter for your records, please indicate your acceptance of this authorization by signing below on the acceptance line and returning same copy to this office, Attention: Anne Dubinsky.

Sincerely,



*for* Jonathan B. Jarvis  
Regional Director, Pacific West Region

Accepted:

By:

 *VP*  
Concessioner Signature and Title

Date 1-6-05

TAKE PRIDE<sup>®</sup>  
IN AMERICA 

[Federal Register: February 22, 2005 (Volume 70, Number 34)]  
 [Notices]  
 [Page 8627]  
 From the Federal Register Online via GPO Access [wais.access.gpo.gov]  
 [DOCID:fr22fe05-109]

## DEPARTMENT OF THE INTERIOR

## National Park Service

## Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner name	Park
CABR001.....	Cabrillo Historical Association (Cabrillo National Monument Foundation.	Cabrillo NM.
DEVA001.....	Scotty's Castle.....	Death Valley NP.
DEVA002.....	Stovepipe Wells.....	Death Valley NP.
GOGA001.....	Blue and Gold Fleet, L.P..	Golden Gate NRA.
GOGA007.....	Golden Gate National Park Assn..	Golden Gate NRA.
GOGA008.....	Louis' Restaurant.....	Golden Gate NRA.
LACH003.....	Lake Chelan Recreation, Inc. (North Cascades Stehekin Lodge).	Lake Chelan NRA.
LAME001.....	Cottonwood Cove Resort	Lake Mead NRA.
LAME003.....	Lake Mead Resort.....	Lake Mead NRA.
LAME005.....	Calville Bay Resort...	Lake Mead NRA.
LAME006.....	Las Vegas Boat Harbor.	Lake Mead NRA.
LAME007.....	Lake Mohave Resort....	Lake Mead NRA.
LAME008.....	Overton Beach Marina..	Lake Mead NRA.

LAME010.....	Echo Bay Resort.....	Lake Mead NRA.
MORA001.....	Rainier Mountaineering, Inc..	Mount Rainier NP
MORA004.....	John P. Squires.....	Mount Rainier NP
MUWO001.....	Aramark Leisure Services.	Muir Woods NM.
OLYM001.....	ARAMARK Sports and Entertainment Services, Inc. (Kalaloch Lodge, Inc.).	Olympic NP.
OLYM005.....	Crescent West.....	Olympic NP.
ROLA003.....	Ross Lake Resort.....	Ross Lake NRA.
WHIS001.....	Oak Bottom Marina.....	Whiskeytown NRA.

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EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program  
Manager, National Park Service, Washington, DC, 20240 Telephone, 202/  
513-7156.

Dated: December 30, 2004.  
Alfred J. Poole, III,  
Acting Associate Director, Administration, Business Practices and  
Workforce Development.  
[FR Doc. 05-3332 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M



**United States Department of the Interior**  
**NATIONAL PARK SERVICE**

Pacific West Regional Office  
Jackson Center One  
1111 Jackson Street, Suite 700  
Oakland, California 94607

IN REPLY REFER TO:

C3823(PGSO-OC)

Louis W. Whittaker  
President, Rainier Mountaineering, Inc.  
535 Dock Street, Suite 209  
Tacoma, WA 98402

Dear Mr. Whittaker:

The National Park Service is in the process of issuing prospectuses for new concession contracts. Because of the current NPS backlog of concession contracting actions, we have been unable to issue a prospectus and award a new multi-year concession contract for all expiring contracts.

Accordingly, pursuant to Section 403 of Public Law 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your Concession Contract No. CC-MORA001-96 is hereby extended to December 31, 2004, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the contract will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you. Please indicate your acceptance of the extension provided by this letter in the space provided below and return a fully executed copy to this office.

Sincerely,

  
for Jonathan B. Jarvis  
Regional Director

Accepted:

  
[Concessioner]

AMENDMENT NO. 4  
CC-MORA0001-96  
PAGE 1 of 2

AMENDMENT NO. 4  
CONCESSIONS CONTRACT CC-MORA001-96  
RAINIER MOUNTAINEERING, INC.

**THIS AGREEMENT** made and entered into by and between the United States of America, by the Secretary of the Interior, and the Director of the National Park Service, through the Regional Director, Pacific West Region, (hereinafter referred to as the "Secretary") and Rainier Mountaineering, Inc. a corporation organized and existing under the laws of Washington State, (hereinafter referred to as the "Concessioner"),

WITNESSETH

**THAT WHEREAS**, the Secretary entered into Concession Contract No. CC-MORA001-96, (hereinafter referred to as the "CONTRACT"), whereby the Concessioner is authorized to provide accommodations, facilities, and services for the public within Mount Rainier National Park for the period November 1, 1996, through December 31, 2004; and,

**WHEREAS**, it is necessary to update the provisions of the CONTRACT, that requires the Concessioner provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner; and

**WHEREAS**, all terms herein shall have the same meaning ascribed to them in the CONTRACT unless otherwise defined herein:

Page End

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NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the CONTRACT is hereby amended effective as follows:

Amend **SEC. 16. INSURANCE AND INDEMNITY**, page 17 of 18, as follows:

In subsection (d)(2), delete the words "\$2,000,000 per occurrence" and replace them with the words "\$1,000,000 per occurrence".

IN WITNESSETH THEREOF, the parties hereto have subscribed their names. This agreement shall be effective May 1, 2004,

Executed at Oakland, California, this 10<sup>th</sup> day of May, 2004.

UNITED STATES OF AMERICA

BY: Jonathan B. Jarvis  
Jonathan B. Jarvis  
Regional Director, Pacific West Region

CONCESSIONER  
RAINIER MOUNTAINEERING, INC.

ATTEST:

By: Jeffrey T. Martin  
Type Name: JEFFREY T. MARTIN  
TITLE: TREASURER / SECRETARY  
DATE: 05/07/04

BY: Joseph Horiskey  
Type Name: Joseph Horiskey  
TITLE: VP  
DATE: 5/7/04

AMENDMENT NO. 3  
CONCESSIONS CONTRACT CC-MORA001-96  
RAINIER MOUNTAINEERING, INC.

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf of the Secretary of the Interior, through the Director of the National Park Service and Regional Director, Pacific West Region, hereinafter referred to as the "Secretary" and Rainier Mountaineering, Inc., a corporation organized and existing under the laws of Washington State, hereinafter referred to as the "Concessioner".

WITNESSETH

**THAT WHEREAS**, the Secretary entered into Concession Contract No. CC-MORA001-96, hereinafter referred to as the "CONTRACT", whereby the Concessioner is authorized to provide accommodations, facilities, and services for the public within Mount Rainier National Park (hereinafter referred to as the Area) for the period November 1, 1996, through December 31, 2003, and,

**WHEREAS**, in accordance with the CONTRACT, Section 16, it is required to update Exhibit "E" of the CONTRACT the Building Replacement Costs For Insurance Purposes Exhibit; and

**WHEREAS**, all terms herein shall have the same meaning ascribed to them in the CONTRACT unless otherwise defined herein;

**NOW, THEREFORE**, the parties hereto covenant and agree to and with each other that the CONTRACT is hereby amended, effective May 1, 2003, as follows:

1. Delete Exhibit "E" in its entirety and replace it with Exhibit "E-1".

IN WITNESSETH THEREOF, the parties hereto have subscribed their names.

Executed at ~~San Francisco~~ <sup>Oakland, CA, *per*</sup>, this 12<sup>th</sup> day of may, 2003. *plr*

UNITED STATES OF AMERICA

BY: *Jonathan B. Jarvis*

Jonathan B. Jarvis

Regional Director, Pacific West Region

CONCESSIONER  
RAINIER MOUNTAINEERING, INC.

ATTEST:

By: *Louis W. Whittaker*

Type Name: LOUIS W. WHITTAKER

TITLE: PRESIDENT

DATE: 04/25/03

BY: *Jeffrey T. Martin*

Type Name: JEFFREY T. MARTIN

DATE: 04/25/03



AMENDMENT NO. 2  
CONCESSION CONTRACT CC-MORA001-96  
RAINIER MOUNTAINEERING, INC.

**THIS AGREEMENT** made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director of the National Park Service and Regional Director, Pacific West Region, hereinafter referred to as the "Secretary", and Rainier Mountaineering, Inc., a corporation organized and existing under the laws of the State of Washington, and hereinafter referred to as the "Concessioner".

WITNESSETH

**THAT WHEREAS**, the Secretary entered into Concession Contract No. CC-MORA001-96, (hereinafter referred to as the CONTRACT) whereby the Concessioner is authorized to provide guided summit climbs and related services for the public within Mount Rainier National Park (hereinafter referred to as the Area) for the period from November 1, 1996 through December 31, 2003; and

**WHEREAS**, the Secretary finds it necessary to modify the required and authorized services provided by the Concessioner; and

**WHEREAS**, all terms herein shall have the same meaning ascribed to them in the CONTRACT unless otherwise defined herein;

**NOW, THEREFORE**, the parties hereto covenant and agree to and with each other that the CONTRACT is hereby amended as follows:

1. Amend SEC. 2 ACCOMMODATIONS, FACILITIES AND SERVICES, page 2 of 18, as follows:

In subsection (a), delete item 3., "Sale of merchandise . . .", in its entirety.

In subsection (a), delete item 4., "Rental of all basic . . .", in its entirety.

2. Delete Exhibit "B" in its entirety and replace it with Exhibit "B-1".
3. Delete Exhibit "C" in its entirety and replace it with Exhibit "C-1".

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

Executed at Oakland, California, this 17<sup>th</sup> day of December, 2002.

UNITED STATES OF AMERICA

BY: Jonathan B. Jarvis  
Jonathan B. Jarvis  
Regional Director, Pacific West Region

CONCESSIONER  
Rainier Mountaineering, Inc.

ATTEST:

By: Peter Whetmaker

BY: Jeffrey T. Martin

Type Name: PETER WHETMAKER

Type Name: JEFFREY T. MARTIN

TITLE: CEO RMI

TITLE: TREASURER

DATE: 1/29/03

DATE: 01/30/03



## United States Department of the Interior

### NATIONAL PARK SERVICE

Pacific West Region  
1111 Jackson Street, Suite 700  
Oakland, California 94607

IN REPLY REFER TO:  
C3823(PGSO-OC)

JAN 19 2003

Mr. Peter Whittaker  
Vice President  
Rainier Mountaineering, Inc.  
P. O. Box Q  
Ashford, Washington 98304

Dear Mr. Whittaker:

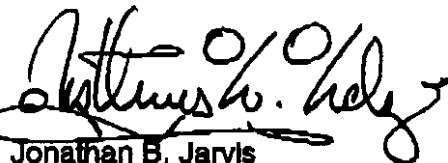
The National Park Service has begun the process of issuing prospectuses for new concession contracts. However, as a result of delays occasioned by the passage of P.L. 105-391 and the promulgation of related implementing regulations and standard concession contract language, the National Park Service generally will not be able to issue new long-term concession contracts and permits for all expiring authorizations.

Accordingly, pursuant to Section 403 (11) of P.L. 105-391 and 36 CFR § 51.23, and upon return of a signed copy of this letter agreement to the undersigned, your Concession Contract No. CC-MORA001-96 is hereby extended to December 31, 2003, or until such time as a new contract for this operation is awarded, whichever occurs first. All other terms and conditions of the contract will remain the same, subject to the terms of P.L. 105-391.

The National Park Service will notify you when it issues a solicitation for award of a new concession contract covering the service provided by you.

Please indicate your acceptance the extension provided by this letter by signing below on the acceptance line and returning a signed copy to this office at the address on the above letterhead.

Sincerely,



Jonathan B. Jarvis  
Regional Director, Pacific West Region

Accepted:

By:

  
Concessioner

Extensions

Concessioner ID No.	Concessioner name
GOGA007	Golden Gate National Park Associa
NAVO002	Hawaii Natural History Association
KALA001	Molokai Mule Ride, Inc
LABE001	Lava Beds Natural History Association
LACH002	The House That Jack Built
LACH004	McGregor Mountain Outdoor Supply
MORA001	Rainier Mountaineering, Inc
OLYM047	Allen Rancourt
OLYM064	Edward Rutherford
OLYM006	Hurricane Ridge Winter Sports Club
PWRO001	SW Parks and Monuments Association
ROLA003	Ross Lake Resort, Inc
SEKI001	Timothy B. and Patty Lovern
SEKI005	Mineral King Pack Station
USAR002	Arizona Memorial Museum Association
WHIS001	Oak Bottom Marina

Park
National Park
ai Historical Park
Lava Beds National Monument
North Cascades National Park
North Cascades National Park
Mount Rainier
Olympic National Park
Olympic National Park
Olympic National Park
Pacific West Regional Office
Ross Lake NRA
Sequoia-Kings Canyon National Parks
Sequoia-Kings Canyon National Parks
USS Arizona Memorial
Whiskeytown-Shasta-Trinity NRA

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:  
Cynthia Orlando, Concession Program  
Manager, National Park Service, 1849 C  
Street, NW., (2410), Washington, DC,  
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,  
Associate Director, Administration,  
Workforce Development and Business  
Practices.

[FR Doc. 02-32164 Filed 12-20-02; 8:45 am]

BILLING CODE 4310-70-M

## DEPARTMENT OF THE INTERIOR

## National Park Service

Concession Contracts and Permits:  
Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

**SUMMARY:** Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for the following expiring concession contracts for a period of up to 2 years, or until such time as a new contract is awarded, whichever occurs sooner.

**SUPPLEMENTARY INFORMATION:** The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 2 years, or until such time as a new contract is awarded, whichever occurs sooner, under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessional ID No.	Concessioner name	Park
LAME001	Forever Resorts, Inc. (Cottonwood Cove)	Lake Mead NRA.
LACH003	North Cascades Stehekin Lodge	North Cascades National Park Complex.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT:  
Cynthia Orlando, Concession Program  
Manager, National Park Service, 1849 C  
Street, NW. (2410), Washington, DC  
20240, Telephone 202/513-7144.

Dated: November 26, 2002.

Richard M. Cripe,  
Acting Associate Director, Administration,  
Workforce Development and Business  
Practices.

[FR Doc. 02-32165 Filed 12-20-02; 8:45 am]

BILLING CODE 4310-70-M

## DEPARTMENT OF THE INTERIOR

## National Park Service

Concession Contracts and Permits:  
Expiring Contracts; Extension

AGENCY: National Park Service, Interior.

ACTION: Public notice.

**SUMMARY:** Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services until December 31, 2003, or until such time as a new contract is awarded, whichever occurs sooner.

**SUPPLEMENTARY INFORMATION:** The contracts listed below have been

extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed December 31, 2002, or until such time as a new contract is awarded, whichever occurs sooner, under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No.	Concessioner name	Park
DEVA001	Amfac Hotels & Resorts	Death Valley National Park.
DEVA002	Amfac Hotels & Resorts	Death Valley National Park.

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts  
for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23; public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to **one year**, or until such time as a new contract is executed, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations will expire by their terms on or before December 31, 2001. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. These extensions will allow the National Park Service to complete and issue prospectuses leading to the competitive selection of concessioners for new long-term concession contracts covering these operations.

Concessioner ID No.	Concessioner name	Park
ANIA903.....	Katmai Guide Service.	Aniakchak National Monument and Preserve.
ANIA904.....	King Guiding Service.	Aniakchak National Monument and Preserve.
ANIA906.....	Cinder River Lodge...	Aniakchak National Monument and Preserve.
ARO001.....	Alaska Natural Hist Assn.	Alaska Regional Office.
BADL001.....	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park.
BAND001.....	Bandelier Trading, Inc.	Badlands National Monument.
BEOL001.....	Bent's Old Fort Historical Assn.	Bent's Old Fort National Historic Site.
BISC002.....	Biscayne National Underwater Park, Inc.	Biscayne National Park.
BISO001.....	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area.

KATM902.....	King Guiding Service.	Katmai National Park and Preserve.
LABE001.....	Lava Beds Natural History Assn.	Lave Beds National Monument.
LACL002.....	Alaska Wilderness Trips.	Lake Clark National Park.
LACL901.....	Northward Bound.....	Lake Clark National Park.
LAME001.....	Forever Resorts, Inc (Cottonwood Cove Resort).	Lake Mead National Recreation Area.
LAME005.....	Forever Resorts, Inc (Callville Bay Resort).	Lake Mead National Recreation Area.
LAME007.....	Lake Mohave Resort...	Lake Mead National Recreation Area.
LIBI003.....	Institute for Micro Business.	Little Bighorn National Monument.
MEVE001.....	Mesa Verde Company (Aramark).	Mesa Verde National Park.
MORA001.....	<b>Rainier</b> Mountaineering.	Mount Rainier National Park.
MORU001.....	Amfac Recreational Services, Inc.	Mount Rushmore National Memorial.
MWRRO001.....	Eastern NP & Monuments.	Midwest Regional Office.
NATR001.....	Little Mountain Service Center, Inc.	Natchez Trace Parkway.
NATR004.....	Craftsmen's Guild of Mississippi, Inc.	Natchez Trace Parkway.
NERO001.....	Eastern National.....	Northeast Regional Office.
NOAT901.....	Midnight Sun Adventures.	Noatak National Preserve.
NOAT904.....	Arctic Rivers Guide Service.	Noatak National Preserve.
NOAT906.....	Mountain Monarchs of Alaska.	Noatak National Preserve.
OZAR002.....	Jack's Fork Canoe Rental.	Ozark National Scenic Riverway.
OZAR005.....	Wild River Canoe.....	Ozark National Scenic Riverway.
OZAR007.....	Silver Arrow Canoe Rental.	Ozark National Scenic Riverway.
OZAR008.....	Round Spring Canoe...	Ozark National Scenic Riverway.
OZAR010.....	Deer Run Campground..	Ozark National Scenic Riverway.
OZAR011.....	Current River Canoe..	Ozark National Scenic Riverway.
OZAR013.....	Eminence Canoe Rental	Ozark National Scenic Riverway.
OZAR014.....	Windy's Canoe Rental.	Ozark National Scenic Riverway.
OZAR015.....	Big Spring Lodge.....	Ozark National Scenic Riverways.
OZAR018.....	Two Rivers Canoe.....	Ozark National Scenic Riverway.
OZAR020.....	Jadwin Canoe Rental..	Ozark National Scenic Riverway.
OZAR023.....	Hawthorne Canoe Rental.	Ozark National Scenic Riverway.
OZAR024.....	The Landing Canoe....	Ozark National Scenic

YELL164.....	Gallatin Way Ranch...	Yellowstone National Park.
YELL165.....	Gunsel Horse Adventures.	Yellowstone National Park.
YELL166.....	Elkhorn Ranch.....	Yellowstone National Park.
YELL168.....	Llamas of West Yellowstone.	Yellowstone National Park.
YELL169.....	Shoshone Lodging Outfitters.	Yellowstone National Park.
YELL170.....	Diamond K Outfitters.	Yellowstone National Park.
ZION004.....	Zion Natural History Association.	Zion National Park.

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EFFECTIVE DATE: **January 2, 2002.**

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program  
Manager, National Park Service, Washington, DC 20240, Telephone 202/  
565-1210.

Dated: November 29, 2001.  
Cynthia Orlando,  
Concession Program Manager, Park Operations and Education.  
[FR Doc. 01-31891 Filed 12-27-01; 8:45 am]  
BILLING CODE 4310-70-M



DEPARTMENT OF THE INTERIOR

National Park Service

Notice of Intention To Extend Expiring Concession Contracts for a  
One Year Period Within the Pacific West Region

SUMMARY: Pursuant to the National Park Service Concessions Management Improvement Act of 1998, notice is hereby given that the National Park Service intends to extend the following expiring concession contracts pursuant to 36 CFR Part 51, section 51.23. This action is a short-term extension and will be for a one-year period ending December 31, 2002.

Concessioner Identification No.	Concessioner name	Park
CABR001.....	Cabrillo Historical Association.	Cabrillo National Monument.
DEVA004.....	Death Valley Natural History Association.	Death Valley National Park.
GOGA007.....	Golden Gate National Park Association.	Golden Gate National Recreation Area.
JOTR001.....	Joshua Tree National Park Association.	Joshua Tree National Park.
LAME007.....	Seven Resorts, Inc...	Lake Mead National Recreation Area.
MORA001.....	<b>Rainier</b> Mountaineering, Inc.	Mount Rainier National Park.
LACH002.....	The House that Jack Built.	North Cascades National Park.
LACH003.....	Lake Chelan Recreation, Inc. dba North Cascades-- Stehekin Lodge.	North Cascades National Park.
OLYM006.....	Hurricane Ridge Winter Sports Club, Inc.	Olympic National Park.
OLYM064.....	Sure Fire Wood.....	Olympic National Park.
OLYM093.....	Chester Rooney.....	Olympic National Park.
PORE004.....	Point Reyes National Seashore Association.	Point Reyes National Seashore.
SEKI001.....	Tim & Patricia Lover dba Cedar Grove Pack Station and Grant Grove Stables.	Sequoia & Kings Canyon National Parks.
SEKI003.....	Wolverton Pack Station.	Sequoia & Kings Canyon National Parks.
SEKI005.....	Mineral King Pack Station.	Sequoia & Kings Canyon National Parks.

SUPPLEMENTARY INFORMATION: All the listed concession authorizations will expire on or before December 31, 2001. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. This 1-year extension is necessary to allow the National Park Service to develop and issue prospectuses, leading to the competitive selection of

[[Page 55950]]

concessioners for new longer-term concession contracts.

Information about this notice can be sought from: National Park Service, Chief, Concession Program Management Office, Pacific West Region, Attn: Mr. Tony Sisto, 1111 Jackson Street, Suite 700, Oakland, California 94607 or call (510) 817-1366.

Dated: September 25, 2001.  
Martha K. Leicester,  
Acting Regional Director, Pacific West Region.  
[FR Doc. 01-27696 Filed 11-2-01; 8:45 am]  
BILLING CODE 4310-10-P

AMENDMENT NO. 1  
CONCESSIONS CONTRACT CC-MORA001-96  
RAINIER MOUNTAINEERING, INC.

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf of the Secretary of the Interior, through the Director of the National Park Service and Regional Director, Pacific West Region, hereinafter referred to as the "Secretary" and Rainier Mountaineering, Inc., a corporation organized and existing under the laws of Washington State, hereinafter referred to as the "Concessioner".

WITNESSETH

THAT WHEREAS, the Secretary entered into Concessions Contract No. CC-MORA001-96 (hereinafter referred to as the CONTRACT) effective October 18, 1996, authorizing the Concessioner to provide guided summit climbs and related services for the public within Mount Rainier National Park, hereinafter referred to as the "Area", and

WHEREAS, the Secretary has determined, that in the best interest, for the protection of the Area's resources that an additional shuttle service be provided to the Area, and

WHEREAS, the Secretary finds it necessary to modify the funding requirements of the Capital Account;

NOW, THEREFORE, the parties hereto covenant and agree to and with each other that the CONTRACT is hereby amended, effective July 1, 2000, as follows:

1. Amend Sec. 2. ACCOMMODATIONS, FACILITIES AND SERVICES, page 2 of 18, as follows:

Delete the words in item 5 entirely and replace them with the following:

For Area access purposes the Concessioner will provide scheduled daily shuttle service for all clients and employees from designated locations between Ashford located outside of the Area and Paradise located within the Area.

2. Amend Sec. 10. CAPITAL ACCOUNT, GOVERNMENT IMPROVEMENT ACCOUNT, page 10 of 18, subsection (a)(3). as follows:

Delete the words SEVEN PERCENT (7%) and replace them with the words FIVE PERCENT (5%).

IN WITNESSETH THEREOF, the parties hereto have subscribed their names.

Executed at San Francisco, this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

UNITED STATES OF AMERICA

BY:

John J. Reynolds  
Regional Director, Pacific West Region

CONCESSIONER  
RAINIER MOUNTAINEERING, INC.

ATTEST:

By:

BY:

Type Name:

Type Name:

TITLE:

DATE:

DATE:

1

<sup>1</sup> Amendment No. 1 was signed by the Concessioner on September 18, 2000. The Acting Pacific West Regional Director, for John J. Reynolds, executed the final signature of approval at San Francisco, CA on October 4, 2000. Final signature of approval of Regional Director to sign this action was given by WASO.

ASSIGNMENT, ACCEPTANCE AND APPROVAL DOCUMENT

ASSIGNMENT

For value received, Mr. W. Gerald Lynch, President and forty percent (40%) stockholder in Rainier Mountaineer, Inc., a Washington corporation, (hereinafter referred to as the "Assignor"), hereby assigns, subject to the approval of the Secretary of the Interior acting through the National Park Service, as of April 20, 1999, to Mr. Louis W. Whittaker and Mr. Peter Whittaker, also stockholders in common in Rainier Mountaineer, Inc., a corporation organized under the laws of the State of Washington (herein referred to as the "Assignee") all his rights, title and interest in and under Concession Contract No. CC-MORA001-96 (hereinafter after referred to as the "Contract") entered into between the Secretary of the Interior and the Assignor as of November 1, 1996, granting the right to operate a concession at Mount Rainier National Park.

Executed in quadruple at Tacoma, Washington this 7th day of May, 1999.

[ATTEST:] [WITNESSES]

Mr. W. Gerald Lynch

Bob M. Dean  
Title Manager

W. G. Lynch  
Title President

### ACCEPTANCE

The undersigned, the Assignee named in the Assignment, hereby accepts the same and agrees, subject to the approval of the Secretary of the Interior acting through the National Park Service, to carry out fully and to perform all of the obligations imposed upon said Assignor, by the terms and provisions of the Contract from and after the date of approval by the Secretary. The undersigned Assignee further understands and agrees to the following conditions of the Secretary's approval of this Assignment:

1. Within 60 days of the date of approval of the Assignment, an audited balance sheet, as of the effective date of the Assignment on which an unqualified opinion has been expressed by an independent licensed or Certified Public Accountant, will be submitted for the approval of the Secretary. This balance sheet must be accompanied by a "Schedule of Assets" in which the Assignee claims possessory interest. The schedule must include the description of the asset, the date initially acquired, depreciation method and life, cost, accumulated depreciation, and net book value.
2. Assets acquired by the Assignee from the Assignor must be recorded at an amount that will not exceed fair value as defined in the Contract, or if the Contract does not define fair value for a particular class of assets, an amount that will not exceed the fair market value of the asset. The Assignee must provide in detail the basis for valuation, including, if required by the National Park Service, appraisals.
3. To assume all obligations of the Contract incurred by the Assignor prior to the effective date of the Assignment if the Assignor fails to perform them, including, but not limited to, payment of franchise fees, payment of utilities provided by the National Park Service, and deposits to capital and government improvement accounts, if any.
4. Within 60 days after approval of the Assignment, a copy of an itemized Bill of Sale covering all transferred assets will be provided to the National Park Service.
5. The purchase price or any debt to be incurred in connection with the Assignment will not be used at any time by the Assignee or any related party as justification for:
  - a. An increase in rates to charged to the public;
  - b. A waiver or reduction of franchise fees or other Contract requirements; or
  - c. Any claim that the terms of the Contract do not provide a reasonable opportunity for profit.

\*\*\* Mount Rainier National Park \*\*\*

\*\*\*\* Pacific West Region - National Park Service \*\*\*\*

6. The National Park Service, when developing the requirements of any subsequent concession contract for this operation, will not take into account the purchase price or any outstanding debt resulting from this Assignment. Franchise fees and other Contract obligations for the subsequent concession contract will be established based on the probable value to a concessioner of the authorization as determined by the National Park Service. The Assignee assumes all risk in this connection.
7. In the event that the Assignee are not awarded a subsequent concession contract, neither the National Park Service nor the successor concessioner will bear any liability for any debt incurred by the Assignee in connection with this Assignment.
8. The Assignee represents that it has not been advised by the National Park Service or any official of the United States government that the National Park Service or other government official considers the terms of this transaction to be reasonable or that the Assignee may expect to earn a profit under the terms of the Contract and this transaction.
9. Approval of this Assignment by the Secretary in no manner implies the existence of or grants any preferential right to the award of any subsequent concession contract, and Assignee waives any right to assert any preferential right or other benefit based on approval of this Assignment by the Secretary.
10. Assignee will not utilize this approval in any form or manner, including, but not limited to, any litigation, proceeding or hearing, involving the National Park Service or the United States of America, as evidence of any fact or matter other than that the National Park Service approved the Assignment in accordance with Section 408 of the National Park Service Concessions Management Improvement Act of 1998 (P.L. 105-391).
11. Notwithstanding any representations made by the Assignee to the National Park Service or the Assignor or other persons as to the value of the Contract or possessory interest, if any, or as to any other matters related to this transaction, the National Park Service, by approving this Assignment, expressly is not agreeing to, approving or concurring in any such representations. The National Park Service reserves the right to challenge any representations made by the Assignee in any future matters concerning the Contract and the National Park Service, including, but not limited to, the value of any possessory interest granted by the Contract, if any.
12. That, to the extent that the Assignor may have been allocated user days or other access privileges to the park area for the purposes of the Contract, such allocations are subject to change or elimination by the National Park Service and that the Contract does not grant such allocations as a matter of right to the Assignee or any subsequent concessioner.

13. The approval of this Assignment by the Secretary shall not be construed, in any manner, as amending, altering or waiving any terms and conditions of the Contract.

14. The approval of this Assignment by the Secretary does not in and of itself constitute approval of any financial transaction or encumbrance associated with this Assignment. If such financial transaction or encumbrance must by law be approved by the Secretary, the Secretary's approval of any such associated financial transaction or encumbrance, if granted, will be provided in a separate document.

[Attest:] [WITNESSES]

Mr. Louis W. Whittaker

Beth M. Swan

for Whittaker

Title Manager

Title Vice Pres.

Date 5/7/99

[Attest:] [WITNESSES]

Mr. Peter Whittaker

Beth M. Swan

Peter Whittaker

Title Manager

Title Owner

Date 5/4/99




## APPROVAL

The foregoing Assignment and Acceptance are hereby approved and Concession Contract No. CC-MORA001-96 is hereby considered as duly assigned by Mr. W. Gerald Lynch, to Mr. Louis W. Whittaker and Mr. Peter Whittaker, effective as of April 22, 1999, subject to agreement to and satisfactory performance by the Assignee of the conditions set forth above. As a result of this action Mr. Louis W. Whittaker has a sixty percent (60%) shareholders interest in Rainier Mountaineer, Inc., Mr. Peter Whittaker has a thirty percent (30%) shareholders interest in Rainier Mountaineer, Inc. and Mr. Joseph Horiskey has a ten percent (10%) shareholders interest in Rainier Mountaineer, Inc.

Dated at San Francisco, CA, this 10<sup>th</sup> day of May, 1999.

SECRETARY OF THE INTERIOR

By

  
Regional Director, Pacific West Region  
National Park Service

\*\*\* Mount Rainier National Park \*\*\*

\*\*\*\* Pacific West Region - National Park Service \*\*\*\*

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

CONCESSION CONTRACT

--ooOoo--

for  
MOUNTAINEERING GUIDE SERVICES  
at  
MOUNT RAINIER NATIONAL PARK

--ooOoo--

CONTRACT NO. CC-MORA001-96

EXECUTED

October 18, 1996

COVERING THE PERIOD

November 1, 1996

THROUGH

October 31, 2001

CONCESSION CONTRACT  
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NATIONAL PARK SERVICE  
CONCESSION CONTRACT  
MOUNT RAINIER NATIONAL PARK

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Rainier Mountaineering, Inc., a corporation organized and existing under the laws of the State of Washington, doing business as Rainier Mountaineering, Inc., hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Mount Rainier National Park (hereinafter referred to as the "Area") is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services that have been determined to be necessary and appropriate for the public use and enjoyment of the area be provided for the public visiting the area; and

WHEREAS, the United States has not itself provided such necessary facilities and services and desires the Concessioner to establish and operate certain of them at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20 et seq.), and other laws supplemental thereto and amendatory thereof, the Secretary and the Concessioner agree as follows:

**SEC. 1. TERM OF CONTRACT** (a) This CONTRACT shall be for a term of five (5) years from November 1, 1996 through October 31, 2001.

(b) The Concessioner shall be required to invest a percentage of annual gross receipts for park projects as may be funded from the Government Improvement and Capital Accounts described in Section 10 hereof. Gross receipts are defined in Section 9(d)(1) hereof. It is agreed that such investment is consistent with the Concessioner's reasonable opportunity to realize a profit on its operations, as set forth in Section 3(a)(1) hereof.

**SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES** (a) The Secretary hereby REQUIRES AND AUTHORIZES the Concessioner during the term of this CONTRACT to provide accommodations, facilities, and services within the Area, as follows:

1. Snow and ice climbing schools of varying length and difficulty.

2. Guided summit climbs within Mount Rainier National Park, primarily using the Muir Corridor and excluding the Emmons Glacier via the Camp Schurman route.

3. Sale of merchandise specifically for use in mountain climbing and hiking, excluding the sale of snowshoeing and skiing goods and equipment. Except that, for items not considered by the Superintendent to be specifically unique to mountain climbing and hiking, and where conflicts are expressed in writing to the Superintendent as between the hotel concessioner's retail operations and the service authorized and required herein, the hotel company's rights will prevail.

4. Rental of all basic equipment necessary for mountain climbing and hiking at Mount Rainier National Park, excluding the rental of snowshoeing and skiing equipment.

5. Regular shuttle transportation for climbing guides and other Concessioner employees between Paradise and a Concessioner-operated parking area to be located outside the boundaries of Mount Rainier National Park.

These services and facilities shall be available throughout the year as weather, safety, and demand indicate.

The total number of clients and staff using the facilities at Camp Muir in one day, or on any other route, shall not exceed the limits set in the park's Wilderness Management Plan.

It is understood that park management concerns with respect to climbers' use of certain portions of Mount Rainier's Alpine Zone have led to studies now underway to examine the effectiveness of the park's human waste management program, crowded conditions on certain climbing routes, climbing impacts on certain rare plant species, and other impacts attributable to mountaineering activity. The conclusions and recommendations of these studies could indicate a need to establish more stringent controls on climbing activity in the park, including the imposition of limits on the number of concession-guided climbs allowed per season. While no such limits are imposed under this CONTRACT at the time of its execution, the Concessioner understands that a more stringent ceiling on the number of clients allowed per climbing season could be imposed at some time during the term of this CONTRACT, and agrees to comply with such restrictions if determined necessary by the Secretary to protect park resource values.

The Concessioner may be further AUTHORIZED, BUT NOT REQUIRED, to provide the following services:

1. Guided day or overnight hiking trips during the normal summer use period and within the conditions set by the Wilderness Management Plan and on designated park trails or within defined crosscountry zones, but not including trips supported by pack stock.

2. Avalanche seminars.

3. Multiple day climbing seminars, including expedition, medical, photography, and winter climbing seminars.

(b) The Secretary reserves the right to determine and control the nature, type, and quality of the merchandise and services described herein to be sold or furnished by the Concessioner within the Area.

(c) This CONTRACT and the administration of it by the Secretary shall be subject to the laws of Congress governing the Area and rules, regulations and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to United States Public Health Service requirements. The Concessioner must also comply with applicable requirements promulgated by the United States Department of Labor's Occupational Safety and Health Act Administration (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(d) In order to implement these requirements the Secretary, acting through the Superintendent and in consultation with the Concessioner, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the Concessioner. This plan is attached hereto as Exhibit "G" and hereby incorporated into the CONTRACT. Modifications made to the plan by the Secretary shall not be inconsistent with the terms and conditions of this CONTRACT. If there are any inconsistencies created by such modification, the contract language will control.

SEC. 3. PLANT, PERSONNEL AND RATES (a) (1) The Concessioner shall maintain and operate the accommodations, facilities and services described above to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations under this CONTRACT commensurate with the capital invested and the obligations assumed. The Concessioner agrees that the terms of this CONTRACT provide the Concessioner this reasonable opportunity to realize a profit.

(a) (2) All rates and prices charged to the public by the Concessioner for accommodations, services or goods furnished or sold shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged generally by comparison with those currently charged for comparable accommodations, services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(a) (3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary.

(b) (1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(b) (2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(b) (3) The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner shall also comply with regulations heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

**SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS** (a) (1) The Secretary hereby assigns for use by the Concessioner during the term of this CONTRACT, certain parcels of land, if any (as described in Exhibit "B" hereto), and Government Improvements, if any (as described in Exhibit "C" hereto), appropriate to conduct operations hereunder.

(a) (2) The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this CONTRACT if, in his judgement, (i) such withdrawal is for the purpose of enhancing or protecting area resources or visitor enjoyment or safety, or (ii) the operations utilizing such assigned lands or buildings are terminated pursuant to Section 12 hereof.

(a) (3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination of this CONTRACT pursuant to Section 12 hereof. The Secretary shall compensate the Concessioner for any Possessory Interest it may have in such properties permanently withdrawn pursuant to Section 13 hereof.

(b) (1) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner as to be part of the realty, if any, constructed or acquired by the Secretary and assigned to the Concessioner by the Secretary for the purposes of this CONTRACT.

(b) (2) The Concessioner shall have a Possessory Interest to the extent provided elsewhere in this CONTRACT in capital improvements (as hereinafter defined) it makes to Government Improvements (excluding improvements made with funds from any Section 10 accounts) with the written permission of the Secretary. In the event that such Possessory Interest is acquired by the Secretary or a successor concessioner at any time, the Concessioner will be compensated for such Possessory Interest pursuant to Section 13 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

(d) The Concessioner may construct or install upon assigned lands such buildings, structures, and other improvements as are necessary for operations hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with applicable provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966, among other requirements.

(e) If, during the term of this CONTRACT, a Government Improvement requires capital improvement (major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair), such capital improvements shall be made by the Concessioner at its expense if consistent with a reasonable opportunity for the Concessioner to realize a profit as described above. Where capital improvements to other Government facilities which directly support the Concessioner's operations under this CONTRACT are determined by the Secretary to be necessary for the accommodation of Area visitors, such improvements shall be made by the Concessioner at its expense unless the Secretary determines that expenditures for such improvements are inconsistent with a reasonable opportunity for the Concessioner to realize a profit as described above.

**SEC. 5. MAINTENANCE** (a) Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government Improvements and Concessioner Improvements) used in operations under this CONTRACT, including maintenance of assigned lands and all necessary housekeeping activities associated with such operations, to the satisfaction of the Secretary.

(b) In order to implement these requirements, the Secretary, acting through the Superintendent, shall undertake appropriate inspections, and, in consultation with the Concessioner, shall establish and revise as circumstances warrant a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The plan is attached hereto as Exhibit "F" and hereby incorporated into this CONTRACT. Modifications made to the plan by the Secretary shall not be inconsistent with the terms and conditions of this CONTRACT.

**SEC. 6. CONCESSIONER'S IMPROVEMENTS** (a) (1) "Concessioner Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this CONTRACT (excluding improvements made to Government Improvements and improvements made from funds in any Section 10 accounts), as follows: (i) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (ii) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary.

(a) (2) Concessioner Improvements do not include any interest in the land upon which the improvements are located.

(a) (3) Any salvage resulting from the authorized removal, severance or demolition of a Concessioner Improvement or any part thereof shall be the property of the Concessioner.

(a) (4) In the event that a Concessioner Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to its original condition.

(b) (1) The Concessioner shall have a Possessory Interest, as defined herein, in Concessioner Improvements to the extent provided by this CONTRACT.

(b) (2) Possessory Interest in Concessioner Improvements or Government Improvements shall not be extinguished by the expiration or other termination of this CONTRACT, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 13. Performance of the obligations assumed by the Secretary under Section 13 hereof shall



constitute just compensation with respect to the taking of Possessory Interest.

(c) (1) Possessory Interest, as the term is used in this CONTRACT, shall consist of all incidents of ownership in capital improvements made by the Concessioner, except legal title which shall be vested in the United States and subject to other limitations as set forth in this CONTRACT. Particularly, among other matters, the existence of Possessory Interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture or improvement in which the Concessioner has a Possessory Interest shall be wholly subject to the applicable provisions of this CONTRACT and to the laws and regulations relating to the Area.

**SEC. 7. UTILITIES** (a) The Secretary may furnish utilities to the Concessioner for use in connection with the operations authorized under this CONTRACT within the Park, when available at reasonable rates to be fixed by the Secretary at his discretion. Such rates shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should the Secretary not provide such utilities, the Concessioner shall, with the written approval of the Secretary and under such requirements as the Secretary shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the same within the Area with the written permission of the Secretary, subject to the following conditions:

(i) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with applicable State procedures and law. Such water rights, upon expiration or termination of this CONTRACT for any reason shall be assigned to and become the property of the United States without compensation;

(ii) Any utility service provided by the Concessioner under this Section shall, if requested by the Secretary, be furnished to the Secretary to such extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Secretary for such service shall be approximately the average cost per unit of providing such service; and

(iii) All appliances and machinery to be used in connection with the privileges granted in this Section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

(c) The electric supply in the Guide House (P-602) does not currently allow for separate billings for the mountain guide service and Guest Services, Inc., the principle user. The mountain guide service authorized by this contract will enter into an agreement with Guest Services, Inc. (GSI), to pay a fair share of the utility costs. Any agreement entered into between the Concessioners will be submitted to the Superintendent for his approval. The National Park Service will bill electric costs to GSI. Disputes between the two Concessioners will be arbitrated by the Superintendent and the Superintendent's decision shall be considered final.

**SEC. 8. ACCOUNTING RECORDS AND REPORTS** (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than SIXTY (60) days after the thirty-first (31) day of October, a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data, including, but not limited to, operations information, as may be required by the Secretary. Such information is subject to public release to the extent

authorized by law or established policies and procedures of the Secretary. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between \$250,000, and \$1,000,000, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are less than \$250,000, the financial statements may be prepared without involvement by an independent certified or licensed public accountant, unless otherwise directed by the Secretary.

If the Concessioner is required to have its annual financial statement (Concessioner Annual Financial Report) audited or reviewed, the Concessioner must use the accrual accounting method. In addition, it must include in its annual financial statement (Concessioner Annual Financial Report) a footnote that reconciles its annual financial statement to its Federal income tax returns.

(b) Within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner shall submit to the Secretary a balance sheet as of the beginning date of the term of this CONTRACT. The balance sheet shall be audited by an independent certified public accountant or by an independent licensed public accountant, certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970. The balance sheet shall be accompanied by a schedule that identifies and provides details for all assets in which the Concessioner claims a Possessory Interest. The schedule must describe these assets in detail showing for each such asset the date acquired, useful life, cost and book value.

(c) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall at any time up until the expiration of five (5) calendar years after the expiration of this Contract, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any subconcessioner related to this Contract, and, such documents of any proprietary or affiliate companies of the Concessioner.

**SEC. 9. FEES** For the term of this CONTRACT, the Concessioner shall pay the following fees to the Secretary for the privileges granted herein:

(a) (1) An annual fee for the use of Government Improvements assigned to the Concessioner, if any. Such fees and related Government Improvements are identified in Exhibit "C" hereto, and may be adjusted annually by the Secretary to equal the fair annual value of the related Government Improvements as determined by the Secretary.

(a) (2) In addition to the foregoing, a franchise fee equal to ZERO PERCENT (0%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

(b) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "C" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Concessioner's annual financial statement. Overpayments shall be offset against the following year's franchise fees due.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual.

(d) (1) The term "gross receipts" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies, and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin-operated devices, except telephones, whether provided by the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(d) (2) The term "gross receipts of subconcessioners" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the last day of December of each year or portion of a year. Subconcessioners shall maintain an accurate and complete record of all items listed in Subsection (d) (1) of this Section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in Subsection (d) (1) in computing the franchise fee payable to the Secretary as provided for in Subsection (a) hereof.

(e) (1) Immediately following the end of the FIFTH year of this CONTRACT, the amount and character of the franchise fees described in this Section and/or contributions to any accounts described in Section 10 hereof (Section 10 contributions) shall be reconsidered for a period of one hundred and eighty (180) days. During this reconsideration period, the Secretary or the Concessioner may propose adjustments to such franchise fees and/or Section 10 contributions (which shall reflect their position as to the then current

probable value of the privileges granted by this CONTRACT based upon a reasonable opportunity for profit in relation to both gross receipts and capital invested) by mailing written notice to the other party of such proposal before the end of the reconsideration period. If no such notices are duly mailed, the reconsideration shall end and the fees and contributions shall remain the same until the occurrence of the next reconsideration period.

(e) (2) If the Secretary or the Concessioner duly makes a proposal to adjust the franchise fees and/or Section 10 contributions before the end of the reconsideration period, they shall, commencing the day after the end of the reconsideration period, undertake a good faith negotiation of the proposal. If such negotiation does not result in an agreement as to adjustments to the fees and/or contributions within sixty (60) days of its commencement, this negotiation period shall end and any adjustments determined by the Secretary as of that time shall go into effect, provided that, the Concessioner may extend this negotiation period by appealing such adjustments to the Secretary. Such appeal must be received by the Secretary within thirty (30) days after the end of the sixty day negotiation period. The appeal must be in writing and include the Concessioner's detailed position as to the validity of such adjustments to the fees and/or contributions. The Secretary, acting through a designee other than the official who determined the adjustments from which the Concessioner duly has appealed, shall consider the position of the Concessioner and related documents as appropriate, and, if applicable, the written views of the mediator as described below. The Secretary shall then make a written final determination of appropriate adjustments to franchise fees and/or Section 10 contributions consistent with the probable value to the concessioner of the privileges granted by this contract based upon a reasonable opportunity for profit in relation to both gross receipts and capital invested. This final determination, or, where applicable, a determination as to adjustments made at the end of the sixty day negotiation period described above from which the Concessioner fails to timely appeal, shall be conclusive and binding upon the parties to this CONTRACT.

(e) (3) Adjustments to franchise fees and/or Section 10 contributions resulting from the process described herein shall be retroactive to the commencement of the applicable contract period for which a notice of reconsideration was given. Payments or contributions made in arrears shall include interest at a percent based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The adjustments shall also be effective for the remaining term of this CONTRACT, subject to the results of any further reconsideration periods. If an adjustment to franchise fees and/or Section 10 contributions results in higher fees and/or contributions, the Concessioner will pay all back franchise fees due (with applicable interest) and make all Section 10 contributions due (with applicable interest) at the time of the next regular franchise fee payment or Section 10 contribution respectively. If an adjustment results in lower fees and/or contributions, the Concessioner may withhold the difference from future franchise fee payments or Section 10 contributions until the Concessioner has recouped the overpayment. Adjustments to franchise fees and/or Section 10 contributions will be embodied in an amendment to this Contract unless resulting from a determination of the Secretary without the agreement of the Concessioner in which event a copy of such determination shall be attached to this Contract and become a part hereof as if originally incorporated herein. During the pendency of the process described herein, the Concessioner shall continue to make the established franchise fee payments and/or Section 10 contributions required by this CONTRACT.

(e) (4) In connection with an appeal to the Secretary hereunder, the Concessioner may request mediation of appropriate adjustments to franchise fees and/or Section 10 contributions by providing a written request for mediation with its appeal to the Secretary as described above. The mediation will be conducted by the American Arbitration Association (AAA) or a similar

organization chosen by the Secretary and take place in Washington D.C. The purpose of the mediation shall be to provide for the Secretary's consideration during such appeal the views of the mediator as to appropriate adjustments of franchise fees and/or Section 10 contributions consistent with the probable value to the Concessioner of the privileges granted by this CONTRACT based upon a reasonable opportunity for profit in relation to both gross receipts and capital invested. The written views of the mediator shall be provided to the Secretary within ninety (90) days of the request for mediation unless, because of extenuating circumstances, the Secretary determines that an extension of this time period is warranted. If such views are not provided within this time period (or a duly extended time period), the advisory mediation shall terminate and the Secretary shall make a determination on the appeal as if the mediation had not been requested. The Concessioner and the Secretary shall cooperate in good faith to permit the views of the mediator to be provided within the applicable time period. The Secretary and the Concessioner shall share equally the costs of the services of the mediator and the mediation organization. The views of the mediator are advisory only.

(e) (5) The mediator shall be selected by agreement between the Concessioner and the Secretary from a list provided by the mediation organization within ten (10) days of receipt. Promptly following the selection, the Secretary shall schedule a date for the mediation meeting to take place at which time the written positions of the Concessioner and the Secretary shall be presented to the mediator along with appropriate oral presentations unless advance submissions are agreed upon. The mediator shall not have the power to compel the production of documents or witnesses and shall not receive or take into account information or documents concerning positions taken by the Concessioner or the Secretary in the negotiations which preceded the request for mediation. The mediator shall consider the written submissions and any oral presentations made and provide his or her written views as described above to the Secretary within ninety (90) days of the request for mediation, or, if applicable, by the last day of a duly extended time period.

#### SEC. 10. CAPITAL ACCOUNT, GOVERNMENT IMPROVEMENT ACCOUNT

(a) (1). CAPITAL ACCOUNT As partial consideration for the privileges granted by this Contract, the Concessioner shall establish a "Capital Account" by which it will undertake on a project basis, improvements which directly support the Concessioner's operations hereunder. Funds in the Capital Account, including interest earned thereon, belong to the Concessioner but shall be used by the Concessioner only for construction of qualified improvements and other projects approved by the Superintendent in accordance with priorities established by the Field Director, Pacific West Field Area. Projects estimated to cost over \$1,000,000 must be approved by the National Park Service Director.

(a) (2). Improvements paid for with funds from the Capital Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as required by Sections 4 and 5 of this Contract, or otherwise from Concessioner funds exclusive of those funds contained in the Capital Account, and, specifically, funds in the Capital Account shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, possessory interest or other interest in improvements made from the Capital Account.

(a) (3). The Concessioner shall deposit within fifteen (15) days after the last day of each month, a sum equal to SEVEN PERCENT (7%) of the Concessioner's Gross Receipts for the previous month, as defined in Sec. 9(d) (1) of this contract, into an interest bearing account(s) to be established at a Federally insured financial institution(s), or alternatively,

in securities guaranteed by the full faith and credit of the United States or by federal government agencies. The Capital Account(s) shall be maintained separately from all other Concessioner funds, and, copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(a) (4). The Concessioner shall submit annually, but not later than NINETY (90) days after the 31st day of December of each year following the Concessioner's accounting year, a statement reflecting total activity in the Capital Account for the preceding accounting year. The statement shall reflect monthly credits, expenses by project, and the interest earned. The balance in the Capital Account shall be available for projects in accordance with the account's purpose.

(a) (5). Advances or credits to the account by the Concessioner will not be allowed. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing in advance of any expenditure being made. For all expenditures made for each project from the Capital Account, the Concessioner shall maintain auditable records including invoices, billings, cancelled checks and other documentation satisfactory to the Secretary.

(a) (6). The Concessioner shall, with the approval of the Superintendent, be allowed to charge the Capital Account in an amount of no more than TEN PERCENT (10%) of approved project expenditures for reasonable administrative costs directly associated with carrying out individual projects.

(a) (7). Upon the expiration or termination of this CONTRACT, or upon assignment or sale of interests related to this CONTRACT, the unexpended balance remaining in the Capital Account shall be expended by the Concessioner for approved Projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

(b) (1). GOVERNMENT IMPROVEMENT ACCOUNT As consideration for the use and occupancy of Government Improvements, herein provided, the Concessioner shall establish and manage a "Government Improvement Account" (GIA). The funds in the GIA, including interest earned thereon belong to the Concessioner, but will be used by the Concessioner only to undertake, on a project basis, repairs and improvements to Government Improvements listed in Section 1(b) of this Contract, as directed by the Superintendent in writing and in accordance with project priorities established by the Field Director, Pacific West Field Area. Expenditures from the GIA for repairs and/or improvement projects in excess of \$1,000,000 must receive written approval of the National Park Service Director.

(b) (2). Projects paid for from the GIA will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as otherwise required by this Contract from Concessioner funds exclusive of those funds contained in

the GIA, and, specifically, funds from such GIA shall not be used for purposes of fulfilling the Concessioner's obligations under Sections 4 and 5 of this Contract. The Concessioner shall have no ownership, possessory interest or other interest from funds from the GIA.

(b) (3). The Concessioner shall deposit within fifteen (15) days after the last day of each month, a fee equal to one-twelfth of the amount of the GIA allocation as established in Exhibit "C" into an interest bearing account(s) to be established at a Federally insured financial institution(s), or alternatively, in securities guaranteed by the full faith and credit of the United States or by federal government agencies. The GIA shall be maintained separately from all other Concessioner funds, and, copies of monthly account statements shall be provided to the Secretary. An interest charge will be assessed on overdue deposits for each thirty (30) day period, or portion thereof, that the deposit is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the U.S. Treasury as published in the Treasury Fiscal Requirements Manual.

(b) (4). The Concessioner shall submit annually, but not later than NINETY (90) days after the 31st day of December of each year following the Concessioner's accounting year, a statement reflecting total activity in the GIA for the preceding accounting year. The statement shall reflect monthly credits, expenses by project, and the interest earned. The balance in the GIA shall be available for projects in accordance with the account's purpose.

(b) (5). Advances or credits to the GIA by the Concessioner will not be allowed. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing in advance of any expenditure being made. For all expenditures made for each project from the GIA, the Concessioner shall maintain auditable records including invoices, billings, cancelled checks and other documentation satisfactory to the Secretary.

(b) (6). The Concessioner shall, with the approval of the Superintendent, be allowed to charge the GIA in an amount of no more than TEN PERCENT (10%) of approved project expenditures for reasonable administrative costs directly associated with carrying out individual projects.

(b) (7). Upon expiration or termination of this Contract, or upon assignment or sale of interest related to this Contract, the unexpended balance remaining in the GIA shall be expended by the Concessioner for approved projects, or, shall be remitted by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the then current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

**SEC. 11. BOND AND LIEN** The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of this CONTRACT, in such form and in such amount as the Secretary may deem adequate. As additional security for the faithful performance by the Concessioner of all of its obligations under this CONTRACT and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets of the Concessioner within the Area.

**SEC. 12. TERMINATION** (a) (1) The Secretary may terminate this CONTRACT in whole or part for default at any time and may terminate this CONTRACT in whole or part when necessary for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety.

(a) (2) Operations under this CONTRACT may be suspended in whole or in part at the discretion of the Secretary when necessary to enhance or protect Area resources or visitor enjoyment or safety.

(a) (3) Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies.

(a) (4) Termination for default may be utilized in circumstances where the Concessioner has breached any requirement of this CONTRACT, including, but not limited to, failure to maintain and operate accommodations, facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination or expiration of this CONTRACT, the total compensation to the Concessioner for such termination or upon expiration shall be as described in Section 13 ("Compensation") of this CONTRACT.

(c) In the event it is deemed by the Secretary necessary to suspend operations under this CONTRACT in whole or in part to enhance or protect Area resources or visitor enjoyment or safety, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of services to the public upon the expiration or termination of this CONTRACT for any reason, the Concessioner, upon the request of the Secretary, shall (i) continue to conduct all operations hereunder for a reasonable period of time to allow the Secretary to select a successor concessioner, or (ii) consent to the use by a temporary operator, designated by the Secretary, of Concessioner Improvements and personal property, if any, not including current or intangible assets, used in operations hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation of such improvements and personal property, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In such circumstances, the method of depreciation applied shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return.

**SEC. 13. COMPENSATION** (a) Just Compensation: The compensation described in this Section shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued:

(b) (1) If, for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government; (i) the Concessioner shall sell



and transfer to the successor designated by the Secretary its Possessory Interest in Concessioner Improvements and Government Improvements, if any, as defined under this CONTRACT, and all other tangible property of the Concessioner used or held for use within the Area in connection with such operations; and, (ii) the Secretary will require such successor to purchase from the Concessioner such Possessory Interest, if any, and such other property, and to pay the Concessioner the fair value thereof.

(b) (2) The initial fair value of any Possessory Interest in Concessioner Improvements in existence before the effective date of this CONTRACT shall be \$15,000 as of the effective date of this CONTRACT. This initial fair value amount shall annually decrease by \$3,000 of this amount. In the event of CONTRACT termination or expiration, the Concessioner's right to fair value for such Possessory Interest shall be the amount not yet so decreased. The fair value of any Possessory Interest in Government Improvements in existence before the effective date of this CONTRACT shall be the book value of the improvements as of the last day of the contract under which such Possessory Interest was obtained, subject to further reduction pursuant to the applicable depreciation schedule of such improvements.

(b) (3) The fair value of Possessory Interest in Concessioner Improvements and Government Improvements made after the effective date of this CONTRACT shall be, unless calculated in accordance with Section 13(d) hereof, the original cost of the improvements less straight line depreciation over the estimated useful life of the asset according to Generally Accepted Accounting Principles, provided, however, that in no event shall any such useful life exceed 30 years. In the event that such Possessory Interest is acquired by a successor, the successor will not be permitted to revalue such Possessory Interest, or, alter its depreciation schedule or useful life.

(b) (4) The fair value of merchandise and supplies shall be actual cost including transportation.

(b) (5) The fair value of equipment shall be its book value.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof, within the Area, and/or to abandon, remove, or demolish any Concessioner Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its Possessory Interest in Concessioner Improvements and Government Improvements, if any, in the applicable amount as set forth in Section 13(b) hereof; (ii) the cost to the Concessioner of restoring any assigned lands to a natural condition, including removal and demolition (less salvage), if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without further compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance: Notwithstanding any other provision of this CONTRACT to the contrary, in the event of termination of this CONTRACT for default for failure to maintain and operate accommodations, facilities and services hereunder to the satisfaction of the Secretary in accordance with the Secretary's requirements, compensation for Possessory Interest in Concessioner Improvements, if any, except for Possessory Interest in Concessioner Improvements in existence before the

effective date of this CONTRACT, shall be as set forth in Section 13(b) hereof or at book value, whichever is less.

**SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS** (a) Pursuant to this Section and 36 C.F.R. Part 51, the Concessioner and/or any person or entity which owns a controlling interest (as is or as may be defined in 36 C.F.R. Part 51) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this Section) shall not assign or otherwise sell or transfer responsibilities under this CONTRACT or concession operations hereunder, or the Concessioner's assets in the concession operation, nor sell or otherwise assign, transfer or encumber (including, without limitation, mergers, consolidations, reorganizations, other business combinations, mortgages, liens or collateral) a controlling interest in such operations, this CONTRACT, or a controlling interest in the Concessioner's ownership or assets (as is or as may be defined in 36 C.F.R. Part 51), without the prior written approval of the Secretary.

(a)(2) Such approval is not a matter of right and is further subject to the requirements of 36 C.F.R. Part 51 (as are or as may be set forth therein). The Secretary will exercise his discretion as to whether and/or under what conditions a proposed transaction will be approved in accordance with established policies and procedures.

(a)(3) Failure to comply with this provision or the procedures described herein shall constitute a material breach of this CONTRACT for which this CONTRACT may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 12 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT or to own or operate operations hereunder acquired in violation hereof.

(b) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction which is subject to this Section that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction prior to consummation and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction. The relevant documents shall be as described in 36 C.F.R. Part 51 but shall also include other documents as the Secretary may require.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for operations hereunder or any part hereof without the written approval of the Secretary given at least thirty (30) days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the rights and/or properties of the Concessioner, including this CONTRACT, in the Area, shall be issued without prior written approval of the Secretary. Approval of such encumbrances shall be granted only for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such rights and/or properties, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such rights and/or properties but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

**SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS** All contracts and agreements (other than those subject to approval pursuant to Section 14 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this CONTRACT in whole or part shall be considered as subconcession contracts and shall be submitted in advance of execution to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within FIFTEEN (15) days after the LAST DAY OF EACH MONTH THAT THE SUBCONCESSIONER OPERATES a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

**SEC. 16. INSURANCE AND INDEMNITY** (a) (1) General. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this CONTRACT. The concessioner shall not be liable for claims arising from public or Government use of the Muir Hut, Solar Toilet, NPS Storage Shed and the Butler Shelter.

(a) (2) The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

(a) (3) At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a) (4) The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. (b) (1) The Concessioner will, in the event of damage or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this CONTRACT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in such amounts as the Secretary may require during the term of the CONTRACT. Those values currently in effect are set forth in Exhibit "E" to this CONTRACT. This exhibit will be revised at least every three years, or sooner, if there is a substantial increase in value.

(b) (2) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 11 shall apply to such insurance proceeds.

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to

structures all or any part of which are Government Improvements as defined in this CONTRACT.

(c) (1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(c) (2) The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as Government Improvements and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no Possessory Interest therein.

(d) Public Liability. (d) (1) The Concessioner shall provide Comprehensive General Liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operations authorized hereunder.

(d) (2) Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$2,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

(d) (3) From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

(d) (4) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

(d) (5) The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance: Product Liability, Automobile Liability, and State of Washington Worker's Compensation.

SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES In computing net profits for any purposes of this CONTRACT, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 18. GENERAL PROVISIONS (a) Reference in this CONTRACT to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other nonconcession agreements with nonprofit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(f) This CONTRACT may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Washington, D.C., this 18<sup>th</sup> day of October, 1996.

CONCESSIONER

BY

  
W. Gerald Lynch  
President  
Rainier Mountaineering, Inc.

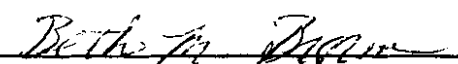
UNITED STATES OF AMERICA

BY

  
Director  
National Park Service

ATTEST:

BY



TITLE

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT  
AND  
SERVICE TO THE PUBLIC

A. EMPLOYMENT: During the performance of this concession contract the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated or

suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS: The preceding provisions A(1) through A(8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this permit, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "permit" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

C. FACILITIES: (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

## SECTION II

### ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

### PART A

#### DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.



PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

LAND ASSIGNMENT

Land is assigned in accordance with the boundaries shown on the following maps:

At Camp Muir, the roughly triangular area shown on the following maps is assigned for housekeeping purposes including all of the structures/facilities within the assigned area.

EXHIBIT B-1 Approved, effective JANUARY 30, 2003.

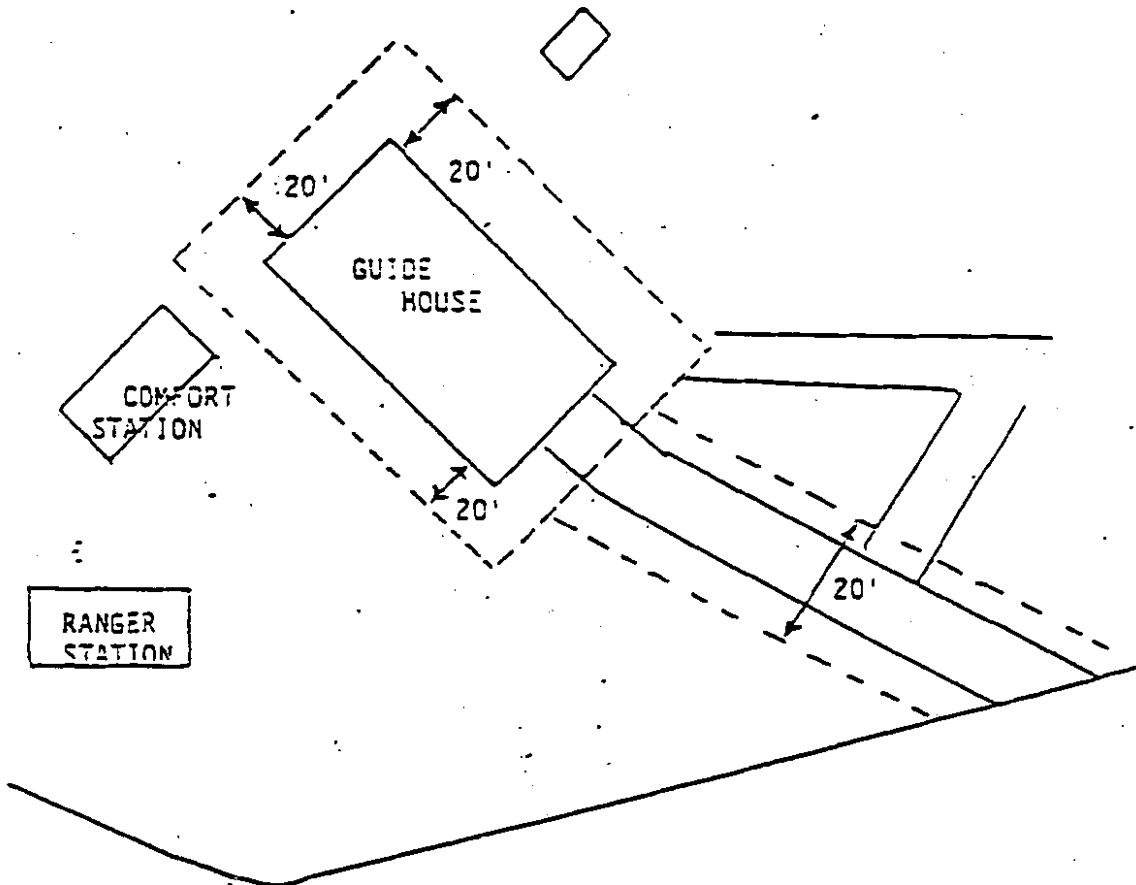
*superseded by Amendment # 2 dated 12-17-02*

LAND ASSIGNED

Land is assigned in accordance with the boundaries shown on the following maps:

At Paradise, the land for 20 feet around the Guide House building is assigned for housekeeping responsibility purposes as is the walkway from the building to the parking area and for 10 feet either side of the center line of the walkway.

At Camp Muir, the roughly triangular area shown on the following map is assigned for housekeeping purposes including all of the structures/facilities within the assigned areas.



Approved, effective November 1, 1996.

CONCESSIONER

BY:

*[Signature]*  
PRESIDENT  
RAINIER MOUNTAINEERING, INC.

UNITED STATES OF AMERICA

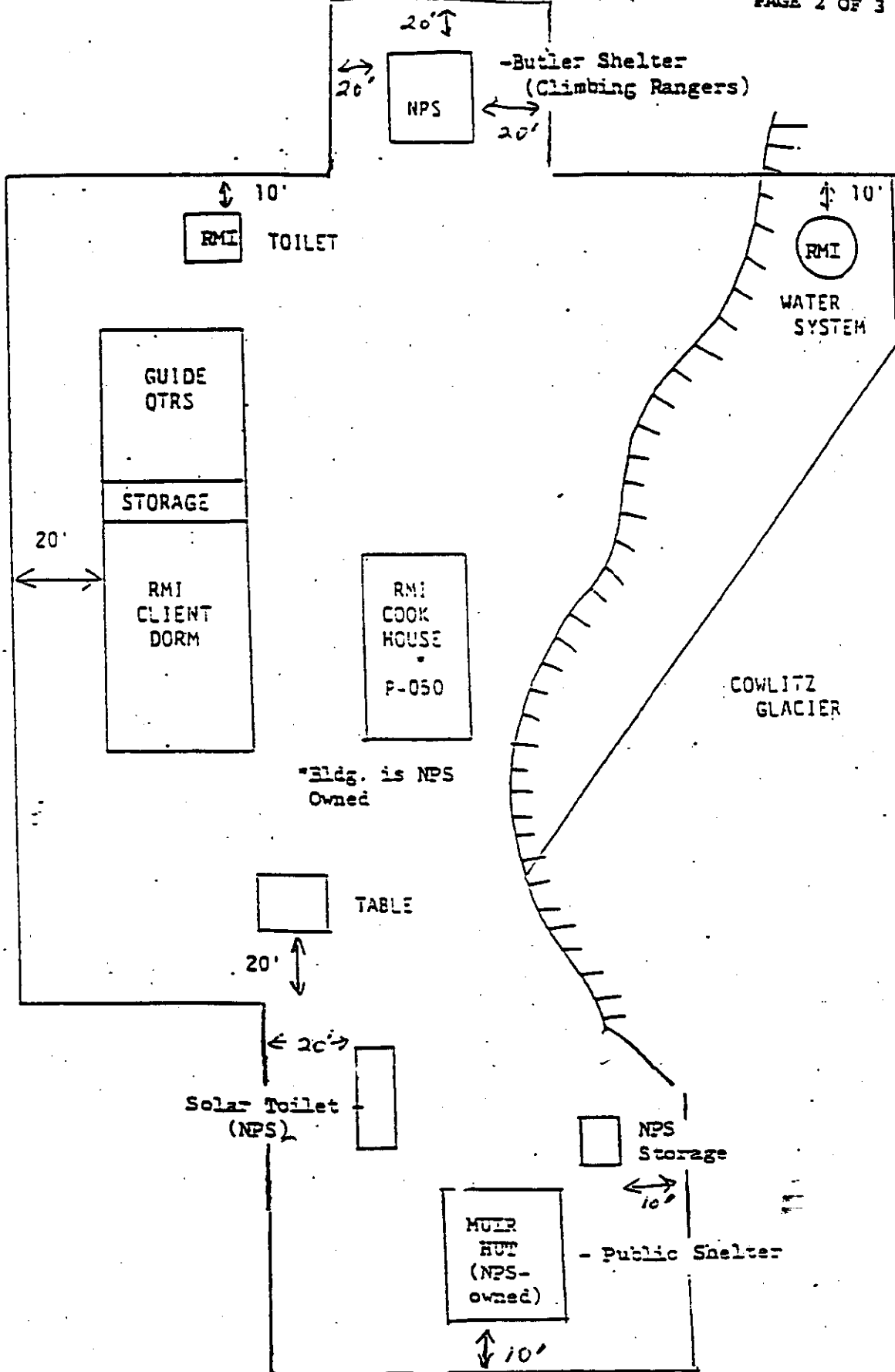
BY:

*[Signature]*  
DIRECTOR  
NATIONAL PARK SERVICE

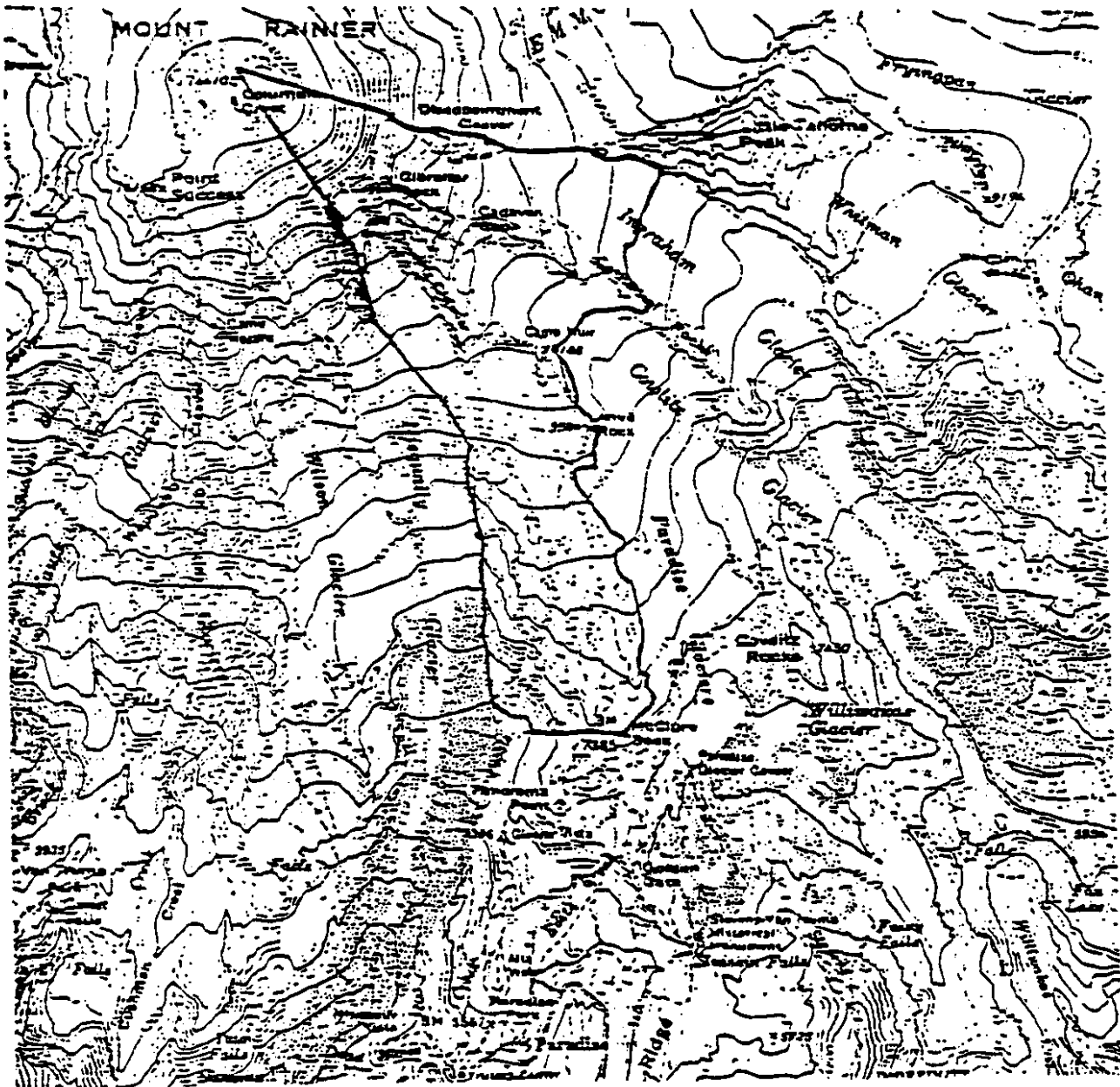
\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* PACIFIC WEST FIELD AREA - NATIONAL PARK SERVICE \*\*\*\*

C A M P M U I R

MUIR  
SNOWFIELD



\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* PACIFIC WEST FIELD AREA - NATIONAL PARK SERVICE \*\*\*\*



\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* PACIFIC WEST FIELD AREA - NATIONAL PARK SERVICE \*\*\*\*

GOVERNMENT-OWNED STRUCTURES (GOVERNMENT IMPROVEMENTS)  
ASSIGNED (Utilized pursuant to Section 4)

.....

<u>Building Number</u>	<u>Description</u>	<u>Annual Contribution</u>
P-050	Camp Muir Stove Hut (Cook House)	\$690.00
N/A	Toilets at Camp Muir	No Contribution

Total Annual Contribution Due Pursuant to Subsection 10 (b) (3): \$690.00

Approved, effective JANUARY 30, 2002

*superseded by Amendment # 2 dated 12-17-02*

GOVERNMENT-OWNED STRUCTURES (GOVERNMENT IMPROVEMENTS) ASSIGNED  
utilized pursuant to Section 4

\*\*\*\*\*

<u>Building Number</u>	<u>Description</u>	<u>Annual Contribution</u>
P-602	Paradise Guidehouse	\$9,102.00
P-050	Camp Muir Stone Hut (Cook House)	690.00
N/A	Pit Toilet	No Contribution

Total Annual Contribution Due Pursuant to Subsection 10(b)(3): \$9,792.00

Approved, effective November 1, 1996.

CONCESSIONER

UNITED STATES OF AMERICA

BY: 

BY: 

Director  
National Park Service

CONCESSIONER IMPROVEMENTS  
utilized pursuant to Section 6

\*\*\*\*\*

Improvements as Described at Section 6 and Located Within Mount Rainier National Park and Used for the Purposes of this Contract and in which the Concessioner Holds 100% of the Possessory Interest as Described in Section 6(b):

<u>Building Number</u>	<u>Description</u>
------------------------	--------------------

N/A	Client/Guide (Gombu) Sleeping and Storage Shelter.
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Approved, effective November 1, 1996.

CONCESSIONER

UNITED STATES OF AMERICA

BY: 

BY: 

Director  
National Park Service



BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

ESTIMATES AS OF: May 1, 2003  
EFFECTIVE UNTIL SUPERSEDED

.....  
The replacement costs set forth herein are established for the sole purposes of assuring property insurance coverage and shall not be construed as having application for any other purpose.

PART I - GOVERNMENT BUILDINGS

<u>Building Number</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
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P-050	Camp Muir Stone Hut (Cook House)	\$11,830
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Total Value of Government Buildings to be Insured: \$11,830

PART II - CONCESSIONER BUILDINGS

<u>Building Number</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
------------------------	--------------------	------------------------------------

None	Client/Guide Sleeping and Storage Shelter (Gombu)	\$15,136
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Approved, effective MAY 12, 2003

IN WITNESS WHEREOF, the parties hereto have subscribed their names.

Executed at Oakland, California, this 12<sup>th</sup> day of May, 2003.

UNITED STATE OF AMERICA

BY: Patricia A. Neubacher

*for* Jonathan B. Jarvis  
Regional Director, Pacific West Region

CONCESSIONER  
Rainier Mountaineering, Inc.

BY: Louis W. Whittaker

Type Name: LOUIS W. WHITTAKER

TITLE: PRESIDENT

DATE: 04/25/03

ATTEST:

BY: Jeffrey T. Martin

Type Name: JEFFREY T. MARTIN

TITLE: SECRETARY/TREASURER

DATE: 04/25/03

*Superseded by Amendment # 3 dated 5-12-03*

BUILDING REPLACEMENT COST FOR INSURANCE PURPOSES

ESTIMATES AS OF: October 1, 1995

EFFECTIVE UNTIL SUPERSEDED

\*\*\*\*\*

The replacement costs set forth herein are established for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.

I. GOVERNMENT BUILDINGS

<u>Building Number</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
P-602	* Paradise Guidehouse (Assigned First Floor only)	\$491,221 (Total Building Value)
P-050	Camp Muir Stone Hut (Cook House)	11,830

TOTAL VALUE of Government Buildings  
To Be Insured ----- \$503,051

• Joint Use Building - May be insured for a total amount under a Fire Extended Insurance Policy or by insuring the assigned first floor with Fire Damage Legal Liability.

II. CONCESSIONER BUILDINGS

<u>Building Number</u>	<u>Description</u>	<u>Insurance Replacement Value</u>
NONE	Client/Guide (Gombu) Sleeping and Storage Shelter	<u>15,136</u>

Approved, effective: November 1 1996.

CONCESSIONER

UNITED STATES OF AMERICA

By 

By 

Director  
National Park Service

\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* PACIFIC WEST FIELD AREA - NATIONAL PARK SERVICE \*\*\*\*

RAINIER MOUNTAINEERING, INC.  
MOUNTAIN GUIDE SERVICE  
MAINTENANCE AGREEMENT  
1997 SEASON

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The Maintenance Agreement shall serve as a supplement to and a part of the contract between Rainier Mountaineering, Inc., and Mount Rainier National Park, National Park Service, but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the contract. In the event of any apparent conflict between the terms of the concessions contract and this Maintenance Plan, the terms of the concessions contract will prevail. This plan will remain in effect until superseded or amended.

Concessioner compliance with Section 106 of the Historic Preservation Act of 1966 is required - as well as responsibility for contacting the park historical architect to obtain Section 106 approval for any proposed actions on historical properties. These properties include the Paradise Guide House and the Camp Muir Cookhouse. Actions include, but are not limited to: painting, replacing floor, wall or ceiling surfaces, repairing or replacing historic fabric, permanently attaching objects to any interior or exterior portion of the building, and removing any permanently attached object from the building.

Concessioner will be responsible for all interior maintenance at the Paradise Guide House (building No. P-602, main floor only), and at Camp Muir, for all interior maintenance of the cookhouse (Building No. P-050), and for all exterior and interior maintenance of the Gombu sleeping/storage shelter, and any other concession-owned improvements. Maintenance of all other buildings and structures shall be the responsibility of the Government.

The area in building No. P-602 that will be considered as the "interior" is as follows:

1. The area inside all external walls that is not a part of the loadbearing structure. This shall include the inside of all doors and window frames, and the replacement of broken or cracked glass in windows and doors as a result of normal concession use. Any and all floor surfaces, including floor tile, linoleum, carpet, finish of wood floors, or other surface treatment, except for subflooring, be it concrete or wood.
2. Those areas inside the roof which are not structurally loadbearing.
3. The inside of fireplaces and chimney flues shall be considered as interior for normal cleaning.

The National Park Service will be responsible for exterior maintenance and repair on buildings or parts thereof assigned to or primarily occupied by the Concessioner. The "exterior" will be considered as follows:

1. Exterior walls and surface, including exterior portions of window sash, mullions, trim, structural stonework on Camp Muir cookhouse (P-050).

\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* Pacific West Field Area - National Park Service \*\*\*\*

2. Foundations, supports, and joists under the lowest subfloor, and internal interior loadbearing supports. This also includes cement flooring or wood subflooring.
3. Composition roof (Camp Muir cookhouse - P-050).
4. Exterior walk to the building foundation line. This includes blacktop and drainage.

#### MAINTENANCE SCHEDULE

It shall be the responsibility of the Concessioner to perform the following on buildings or sections thereof assigned to the Concessioner.

#### Interior

1. All interior painting or staining on not more than a five-year cycle. Government-assigned quarters will be inspected annually and will be repainted on a more frequent schedule if determined necessary by the park Superintendent.
2. Repair and upkeep of interior wood trim around doors and windows to be accomplished before each operating season.
3. Repair and replacement of plumbing, plumbing fixtures, electric wire, and electric fixtures and appliances as needed; except that replacement of a complete plumbing or electric system up to the fixtures resulting from major NPS renovation or code requirements in a building will be the responsibility of the National Park Service.
4. Repair, service, and operation of Guide House furnace, including regular check and replacement of filters as needed.
5. Maintenance, repair and/or replacement of all interior safety devices and appurtenances, including but not limited to fire extinguishers, fire hoses, emergency light packs, smoke or heat detection systems, sprinkler heads, exit signs and battery power backup for the above items requiring same. Those in-place fire sprinkler systems are to be inspected and serviced twice a year - spring and fall. The Concessioner may schedule such inspections himself or coordinate them with the hotel concessioner.
6. Maintenance of all interior floors and walking surfaces, including replacements of all floor surfaces within the buildings as determined by the Superintendent.
7. Maintenance and repair of doors and locks on main floor of the Guide House except main east door, which is responsibility of the hotel concessioner.
8. Provide all cleaning supplies, lamp bulb replacement, and cleaning services that will ensure neat and clean interior appearances in all assigned areas.

9. Professional inside cleaning and inspection of chimneys, flues, and exhaust ducts before each operating season, as required.
10. Window cleaning, inside and out, prior to each operating season and as needed throughout the season. Repair and replacement of all broken or cracked window glass and screens as needed within 15 days of damage.
11. Routine maintenance of assigned pit toilet, except for human waste removal, which will be done with NPS assistance.

#### Exterior and Grounds

1. Install, remove and store shutters on all assigned facility windows that are susceptible to snow damage. Shutters are to blend with the structure's exterior with any identifying marks painted on the inside of the shutter so they do not detract from the overall building appearance.
2. Install sign "GUIDE HOUSE ENTRANCE" in spring and remove and store at the end of the season.
3. Assist GSI in removing snow from Guide House walk in spring prior to public opening.
4. Provide daily grounds maintenance, such as litter pickup, in areas indicated as assigned to the concessioner in Exhibit "A" to the contract and during the period each building is open to the public or in use by concession employees.
5. Bagged garbage and trash from Camp Muir is marked with a blue tag and placed in the Paradise Visitor Center garbage room for disposal by the National Park Service at no cost to the Concessioner. In return, the concessioner will clean up and dispose of litter found along the climbing corridor between Camp Muir and the summit at least weekly from July 1 through September 15 each year. Guide house trash will be identified with a red tag.
6. The Concessioner is expected to participate in the park's recycling program and to transfer the appropriate items to the recycling center at Longmire.
7. Camp Muir water system shall be maintained to U.S. Public Health Service standards as follows:
  - a. Filtration will be of a staged cartridge type with at least a 5-micron prefilter and a 1-micron final filter. Disposable cartridges should be manufactured by Filterite as used throughout the park.
  - b. Use of a double-action handpump to force the water through the filters.
  - c. Polyethylene or PVC piping will be permanently connected between the pump and the filters, between the filters and the chlorine

contact tanks, and between the contact tanks and the kitchen sink faucet.

- d. Disinfectant (Chlorine) will take place in existing storage tanks on roof of Cook Hut. Residual at sink in hut should read at least 0.5 ppm.
  - e. Monitoring will take place from time system opens in spring until closure in fall. Daily chlorine residuals must be tested and recorded on a form. Form will be given each week to the park's Maintenance Division. Before any consumption of water takes place in spring, two consecutive bacteriological water tests must be negative. For remainder of season, two bacteriological tests should be performed each month with results submitted immediately upon receipt to the park's Maintenance Division.
8. During operating season Concessioner will at all times assist the National Park Service with cleaning of all public toilets at Camp Muir. This involves cleaning and sanitizing on a daily basis and assistance in moving filled drums to helipad area. NPS Maintenance will continue to remove wastes from the area's toilets. The Concessioner should refer to the Interior responsibilities stated in the Agreement when maintaining facilities in the Camp Muir area.

On or by October 15, there will be a joint annual inspection of all assigned buildings, or parts thereof, including the pit toilet at Camp Muir. Specific repairs and maintenance items which require attention of either Concessioner or the National Park Service shall be identified and a written report prepared indicating any needed correction. The National Park Service will make a formal report of this inspection. The Concessioner will furnish a similar report and an outline of their maintenance program for the following year.

NATIONAL PARK SERVICE

CONCESSIONER

William J. Bingle  
Superintendent,  
Mount Rainier National Park

5/17/96  
Date

John J. [Signature]  
President,  
Rainer Mountaineering, Inc.

5-24-96  
Date

RAINIER MOUNTAINEERING, INC.  
MOUNTAIN GUIDE SERVICE  
OPERATIONS AGREEMENT  
1997 SEASON

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The Operations Agreement shall serve as a supplement to and a part of the current contract between Rainier Mountaineering, Inc., and Mount Rainier National Park, National Park Service, but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the contract. In the event of any conflict between the terms of the concessions contract and this Operating Plan, the terms of the concessions contract will prevail. This plan will remain in effect until superseded or amended.

A. Management and Organization

1. The Superintendent is responsible for the total park operation. His authority is administered through a Concessions Analyst who monitors all concessions operations and evaluations.
2. During the operating seasons, the Concessioner's supervisory personnel will direct the day-to-day operations of the concession in the park under guidance of the Concessioner's senior officers. Camp Muir management responsibilities of the lead guides will be specified in writing by the Concessioner prior to the start of the season annually.
3. Concessioner is required by Contract Section 5 to maintain, in a satisfactory manner, all facilities used by the Concessioner within the National Park. This requirement is further explained by the Maintenance Plan, Contract Exhibit "F", between the Superintendent and the Concessioner which describes the type and degree of maintenance required of the Concessioner. An annual maintenance work program for these facilities is required by the Maintenance Plan.
4. Concessioner will adhere as closely as possible to the following ratio of guides to clients in all climbing parties:
  - a. Summit climbs - one to four with a guide on every rope.
  - b. Seminars - one to six, not necessarily a guide on every rope.
  - c. Climbing School - one to twelve.
  - d. Winter seminars - one to four.
5. Concessioner will provide National Park Service with a list of employees at the start of the season and will advise of staffing changes promptly.
6. Concessioner/client camping on the mountain outside of Camp Muir requires a Wilderness Permit and compliance with camping limits and numbers in party. See Appendix "A" for delineation of Corridor.

\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* Pacific West Field Area - National Park Service \*\*\*\*

7. Concession guides and clients must set a good example by using minimum impact techniques. This includes strongly encouraging proper management in the disposal of human wastes on the upper mountain through use of the "Blue Bag" system and the use of the toilets at Camp Muir and Ingraham Flats. Parties are to stay on trails and avoid developing social trails enroute to the snow slopes. Rock wall windbreaks will not be constructed. The climbing school day use areas are to be policed after every use and clients/guides are expected to use the toilet facility at Panorama Point when it is available for use.

B. Quality of Services

1. Public services offered by the Concessioner must be satisfactory as judged by recognized standards of the industry and the rates for such services must be reasonable as judged by the services offered and statutory criteria.
2. All aspects of the concession operation will be evaluated at least two times during the year. Based on these evaluations, an overall rating will be assigned the Concessioner for the year's operations. Deficiency correction dates will be assigned with each inspection. Failure to comply within these dates will lead to an automatic reduction of the score.

C. Security and Protection

1. National Park Service will:
  - a. Respond to all fires in concession-operated facilities and grounds with available workforce and fire suppression apparatus;
  - b. Provide basic structural fire training to concession employees;
  - c. Respond to emergencies involving public safety, civil disturbance, and violation of the law;
  - d. Provide exterior security patrols of assigned buildings and property as part of routine area patrol when scheduling and available work force allow;
  - e. Provide and maintain, within present land and building assignment, exterior fire appliances, hose, hose boxes, extinguishers and nozzles.
2. The Concessioner will:
  - a. Be responsible for securing assigned or occupied buildings, equipment and facilities under its control;
  - b. Replace and maintain, within assigned or occupied buildings in the park, interior fire appliances, hose, extinguishers and nozzles of an approved type;



- c. Assure that employees receive training in basic fire equipment use and that personnel are knowledgeable of their roles in the case of a fire emergency.
- d. Be responsible for the liability of concession employees when they are engaged in life safety actions such as fire fighting, search and rescue, etc. However, should concession employees be under emergency hire or VIP status with the park, then they will be covered under standard federal liability procedures (Tort Claims Act).

D. Incident Reporting

The concessioner will notify Park Rangers of all incidents during normal duty hours. After hours RMI will call 911 to notify Rangers of any life-threatening or law enforcement incident. For minor incidents after hours, no notification of Rangers will be made. (Avoid nuisance calls, and Ranger overtime.)

1. Accidents

- a. **Personal Injuries:** Other than extremely minor "band-aid" cases, first-aid attention should be obtained immediately from a Ranger. If first aid or medical attention is provided by someone else, this is to be reported to a Ranger as soon as possible after the incident. Injuries suffered by both concession employees and park visitors must be reported.

A quick response by a park ranger to an aid call may not be possible because of travel time, concurrent emergency in a remote location, or other reasons. It is important that the Concessioner make a strong effort to recruit individuals having current first-aid training, and preferably, Emergency Medical Technician certification.

- b. **Motor Vehicle Accidents:** All MVA's will be reported to a Park Ranger no matter how minor. A Ranger will investigate, and provide needed assistance.
- c. **Property Damage:** All damage to government property and significant damage to concession or private property must be reported to a Ranger immediately, whether or not such damage is the result of a violation of a law, or park regulation.

2. Other Incidents

- a. **Violations Of Law:** This includes theft or damage to government, Concessioner, or personal property, intoxication, drug use, traffic offenses, assaults, suspicious persons, etc. Such incidents must be reported to a Ranger immediately. At all other times, the Concessioner will advise the park if they feel that a law enforcement action is, necessary or the potential exists.

- b. **Lost And Found:** Items found must be given to the appropriate area ranger (ranger will pick up if notified) as soon as possible, but not more than five (5) days after receipt by the Concessioner. High value items, such as cameras, wallets, etc., must be properly secured, until they can be turned over to the Area Ranger. All found items will be tagged before being turned over to the park. Tags will indicate the location where the item was found, date, name of the employee finding the item, and the owner of the found item, if known by the Concessioner. All concession employees will be notified that they may not keep, or use, found items.

Visitors reporting lost items, will be directed to the nearest Ranger Station, where a Ranger will complete a report.

E. Season of Operation

1. The major climbing season is approximately late May to late September and the winter operation from mid-December to mid-April. The Concessioner will submit proposed opening and closing dates in sufficient time to allow for approval by the Superintendent. Generally, the principal season of each operation is as follows:
  - a. Paradise Guide House full-time operation - May to late September. Open from 9 a.m. to 5 p.m., 7 days a week.
  - b. Summit climbs - May to late September.
  - c. Ice Climbing schools - May to September.
  - d. Crevasse rescue schools - May to September.
  - e. Seminars - May to October.
  - f. Expedition seminars - May to September.
  - g. Winter seminars - December to March.
  - h. Camp Muir facilities - May through October.
  - i. Other activities that may be agreed upon by the Concessioner and the park Superintendent that fall within the scope of the contract.

F. Land Assignment and Property Control

1. Exhibits "B" and "C", attached to this contract, indicate the land area and buildings assigned to the concession operation.
2. The National Park Service shall maintain a current inventory of government-owned property that may be assigned to the Concessioner.
3. The portable radio provided for the Concessioner's use by the National Park Service will be used according to established park radio procedures. Each employee will be instructed in these procedures at the start of the season. If units are available, the Superintendent may assign additional park radio units to the Concessioner for seminars.

G. Retail Sales and Rentals

1. The Concessioner is responsible for maintaining high standards of merchandising and display of merchandise offered for sale. Items to be retailed must relate to the purpose of the concession and will not conflict with the GSI concession contract.
2. A responsible employee will accompany NPS personnel during inspections of concession facilities.
3. At the end of the operating season and after each periodic inspection is completed, the National Park Service will provide the Concessioner with a copy of the inspection forms with a date deficiencies are to be corrected. A follow-up inspection will be conducted to determine progress on the correction schedule. Failure to meet deficiency correction dates will lead to an automatic reduction of the inspection score by one point.
4. Rental equipment must be maintained in a good and safe condition. Marginal equipment must be removed from the premises immediately.
5. Merchandise and rental equipment will be inspected by a park representative and the inspection documented.

H. Utilities

Rates for utility services furnished to the Concessioner by the National Park Service shall be established in accordance with Section 7 of the Contract, and Special Directive 83-2, dated June 20, 1985.

I. Public Information and Advertising

All advertising, promotional matter and news releases pertaining to this concession operation must be submitted to the Superintendent prior to printing or release. The Superintendent will determine that it is accurate, suitable, and in conformance with administrative policies of the National Park Service.

J. Rates

1. The Concessioner will:  
  
Provide the Superintendent a list of rates proposed for goods and services no less than 45 days prior to implementation.  
  
Supply any special documentation to support proposed rates when requested, including financial data.
2. The National Park Service will:  
  
Approve, disapprove, or modify rates, and inform the Concessioner within 45 days of their submission. Make spot checks for compliance without prior notice.

K. Safety

1. The Concessioner will have an approved Loss Control Management Plan and a management representative will be asked to participate on the park's Safety Committee.
2. The Concessioner will be required to maintain an up-to-date product inventory and Material Safety Data Sheet (MSDS) collection, and is encouraged to conduct tailgate safety sessions with employees to review the MSDS for the products they use. The sessions should be documented. The Concessioner will also be required to participate in the Hazardous Communication Training Program and maintain an attendance log. Periodic review by the park Safety Officer/Hazardous Material Coordinator of the Concessioner's product inventory, MSDS collection and tailgate safety sessions will be undertaken to insure compliance with OSHA and NPS standards. Copies of plans, instructions, etc., will be provided to the Concessioner by the park for their reference and use. The Concessioner will be responsible for disposal of their wastes.
3. The Concessioner will notify a park Ranger immediately of any injury or property damage accident that comes to its attention.
4. Concession employees will attend periodic fire drills as initiated by Rangers.
5. Climbing ropes and other climbing equipment will be inspected before and after each climb by a senior guide to ensure good condition. Climbing ropes will be replaced on a yearly basis.
6. All concession employees involved in helicopter operations will be equipped with and use hard hats, gloves, goggles and hearing protection at all times around operating aircraft.

L. Annual Maintenance and Upkeep Agreement

1. A joint inspection by park and concession managers will be made no later than October 15 to draw up an annual maintenance schedule. This will allow time to make needed repairs during the period facilities are closed and prior to the reopening of the Guide House and Camp Muir facilities. A follow-up inspection of the Guide House will be made on or before May 15 and of the Camp Muir facilities by June 30, weather permitting.

M. Annual Operating Plan

On or about January 1 annually, a formal meeting between park management and Concessioner will be held to discuss the Annual Operating Plan, review maintenance issues and set dates for opening facilities, etc. Most of the specific operating details such as hours, length of season, rates, etc., will have been submitted to the Superintendent for approval prior to the meeting.

N. Training

1. The Concessioner will train its employees in the appropriate technical skills pertaining to a climbing guide service and other public service skills and services.
2. There will be a cross-training, including an orientation session, for Service and Concessioner employees. Part of this training will be devoted to the importance of the roles played by the Service and the Concessioner in providing accurate information and quality of service to visitors. Since Concessioner employees are frequently requested to assist NPS personnel, cross-training will also include joint search and rescue practice, helicopter operations, radio procedures and water quality monitoring.
3. New Concession employees are required to participate in a National Park Service orientation session prior to July 15. The park will inform the Concessioner of the dates of the training.
4. The Concessioner will ensure that its employees are providing the visitor with accurate information concerning the park and the roles of the Concessioner and the National Park Service.
5. The Concessioner, in cooperation with the park staff and GSI management, shall provide employees for building fire suppression training.
6. Annual tryouts for new guides will have NPS representation who will document procedures and observations for the record and they will immediately notify Concessioner of their observations.

O. Reporting Requirements

1. The Concessioner will furnish the park with a monthly and yearly summary of their guiding activities. The statistical information required will be determined by the park.
2. Accounting records and reports and franchise fee payment requirements are covered in Section 8 of the concession contract.

P. Complaints

The Superintendent will immediately inform the Concessioner of any written and/or oral concession-related complaints. The Concessioner will immediately inform the Superintendent of any complaints received relating to the concession operation or any other aspect of the park operation. Copies of replies will be provided each office after mutual consultation.

Q. Sanitation

1. The Concessioner is responsible for training its employees in proper sanitation methods and assuring their conformance to such practices. This includes both in-house training as well as that provided by the Regional Environmental Sanitation Consultant.
2. In consideration for not charging the Concessioner for trash removal from Camp Muir, Concessioner will clean the Camp Muir area and corridor leading to Camp Muir and summit.
3. Camp Muir water system shall be maintained to U.S. Public Health Service standards. (See Maintenance Agreement - Exterior and Grounds, Item 7).

R. Food Sanitation

The employee food service operation will have the objective of protecting the health of concession employees. Food products will be protected from contamination and ensured maintained in wholesome condition during storage, preparation and serving. Food service utensils will be properly cleaned, sanitized, dried, and stored. The U.S. Public Health Service Food Service Sanitation Manual will provide the standard guidelines for these practices.

S. Concession Employees

1. All employees who come in direct contact with the public, so far as practicable, must wear a uniform or name tag, by which they may be known, and distinguished as employees of the Concessioner.
2. Employees shall exercise courtesy and consideration in their relations with the public, and present a neat, clean, and otherwise attractive personal appearance. They also should be capable, and willing, to answer visitor's questions about their job, and provide information about the park, or be able to direct the visitor to a source for such information.
3. When and if requested, Concessioner will provide documentation of expertise of guide(s) conducting avalanche seminars.
4. All guides will have current certification in basic first aid and CPR techniques.
5. Possession of firearms is prohibited within the park, either on the employee's person or in any employee quarters located inside park boundaries.
6. Pets (dogs and cats, etc.) may not be kept at park housing units assigned to or otherwise occupied by concession employees.


7. The Concessioner may not hire spouses of children, of National Park Service employees, without prior written approval of the Superintendent.

T. Helicopter Operations

1. Concessioner will advise NPS of the number of loads to be transported to and from Camp Muir, will weigh their loads transport them to the heliport, and assist NPS personnel with loading and unloading of cargo nets. The Concessioner will provide any necessary paperwork in advance of helicopter operations.
2. Concessioner will be billed for the hours flown, plus a proportional part of the aircraft base cost.
3. NPS will provide opportunities for the Concessioner to participate in helicopter training sessions, including those associated with the military.
4. Concessioner will pay proportional helicopter and other costs for servicing The Camp Muir toilet included in the land assignment identified in Exhibit "A" of the contract and provide manpower assistance.

NATIONAL PARK SERVICE

CONCESSIONER

  
Superintendent  
Mount Rainier National Park

  
Rainier Mountaineering, Inc.

5-24-96  
DATE

5-27-96  
DATE

\*\*\*Mount Rainier National Park\*\*\*  
\*\*\*\*Pacific West Field Area - National Park Service\*\*\*\*

APPENDIX A

Muir Corridor Delineation

-On the south - by a line between Pebble Creek (at the trail crossing) east to McClure Rock, and from Pebble Creek (at the trail crossing) west (i.e. downstream) along the creek to the 6400 foot contour.

-On the west - by a line starting at the junction of Pebble Creek and the 6400 foot contour, following that contour to the eastern edge of the Nisqually Glacier, following the eastern edge of the Nisqually Glacier to the 9000 foot contour (end of rocks between Muir Snowfield and Nisqually glacier), then following a line from those rocks to the base of the Nisqually Cleaver to the summit.

-On the east - by a line from McClure Rock along the western edge of the Paradise and Cowlitz Glaciers (at the interface of the Muir Snowfield and Paradise/Cowlitz Glaciers), up to the 9600 foot contour, then following that contour to the rocks on the south side of Little Tahoma, and following the northern edge of the Ingraham Glacier next to these rocks to the western-most rocks of Little Tahoma.

-From that point - continue on a line to the base of Disappointment Cleaver and then along its northern side to the top of the Cleaver. From the top of Disappointment Cleaver continue to the summit of the mountain.



**EXHIBIT H - CONCESSION CONTRACT  
IMPROVEMENT ACCOUNT CONTROL PROCEDURE**

**INTRODUCTION**

For the purposes of this Exhibit, the term "Superintendent" hereinafter will refer to the "Superintendent or his/her designee." The term "Concessioner" hereinafter will refer to the Concessioner.

This document sets forth rules governing the use of funds held by the concessioner in Government Improvement accounts and Capital accounts, which are described in Section 10 of the concession contract.

The Government Improvement Account (GIA) and Capital Account (CA) are to be used to rehabilitate or construct facilities which directly support concessioner services authorized and/or required under this contract. Examples of appropriate facilities would include lodging, restaurants, gift shops or service stations, as well as concessioner support facilities necessary for the functioning of the primary visitor facilities (such as utility systems, administrative offices, and repair shops). Improper uses would include construction or repair of government visitor facilities (visitor centers, interpretative facilities, entrance stations, restrooms, roads, parking lots, etc.) and government support facilities (employee housing, maintenance buildings, administrative buildings, capital infrastructure such as sewer and water systems, etc.). Expenditures from special account funds may be made only for projects within park lands assigned to the concessioner for use in providing visitor services and facilities authorized under the concession contract. Expenditures for projects on other park lands or for other purposes are unlawful. Both CA and GIA accounts are for "projects" and are established as contract obligations. No possessory interest is accrued by the Concessioner for improvements made with funds from these accounts.

Funds in GIA and CA accounts can be invested in various instruments in advance of being used to carry out the concessioner's obligations under the contract. Whatever method selected to hold the funds until commencement of project work, the parties to this contract agree that all funds will either be held in an account(s) insured by the Federal Deposit Insurance Corporation or a similar insuring activity of the Federal government and/or that all investment instruments will be notes, bills, and bonds issued by the United States Treasury which shall be whole instruments including both principal and interest (no derivative instruments) and which shall be directly backed by the full faith and credit of the United States of America.

The funds in the GIA and CA accounts will be held in an interest bearing account established and owned by the concessioner to carry out its obligations under this contract. These accounts must be established at a Federally insured financial institution(s), or in securities guaranteed by the full faith and credit of the United States or by federal government agencies. Trust accounts are not permissible.

Deposited funds remain the property of the concessioner. The concessioner makes an irreversible commitment when deposits are made into a GIA or CA. Deposited funds do not become Government funds. Interest earned on CA or GIA accounts becomes an addition to the balance of the CA or GIA. The concessioner is responsible for taxes owed on such interest. GIA and CA funds cannot be used to pay such taxes.

\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* Pacific West Field Area - National Park Service \*\*\*\*

GIA and CA funds must be kept in separate accounts with continuous records maintained of balances and allocation of income and expenses appropriate to each.

Concessioners are responsible for reporting or ensuring the reporting of CA and GIA activity each month and for annually filing, as part of their Annual Financial Report, schedules that may be required by the Secretary.

The Concessioner shall not be paid or reimbursed in any way for account management. However, account management expenses incurred by third parties, with advance written approval of the properly delegated National Park Service authority, may be considered as account expenses.

The Concessioner may, with the approval of the Superintendent, be allowed to charge the GIA or CA for actual expenses incurred, in an amount not to exceed ten percent (10%) of approved project expenditures, for reasonable concessioner administrative costs directly associated with carrying out individual projects. The concessioner shall provide a detailed listing of each cost incurred to the Superintendent, who shall determine the reasonableness and appropriateness of such expenses prior to approval.

CA and GIA funds are not to be used for the payment of routine maintenance and operating expenses of the Concessioner. Additionally, they are not to be used for maintenance of government property not assigned to the Concessioner or for government projects or activities not directly related to the provision of the involved concessioner's services.

CA and GIA funds are not to be used to pay or otherwise reimburse or credit concessioner annual operating costs or government appropriation accounts.

The contracts entered into by the Concessioner (or others, if authorized) to undertake projects are private contracts, not government contracts, and are issued at arm's length to obtain the best contract price possible. The Concessioner shall not, directly or indirectly, enter into any arrangement or agreement whereby it receives money or other benefits from a contractor.

The Superintendent may require that the CA or GIA fund the cost of an independent, third party construction supervisor/inspector to represent the interests of the Government on any project where he or she determines such measure to be cost effective and necessary to sound administration of the project.

The Concessioner shall ensure that a Builders Risk Form insurance policy is in effect during project construction work. The type and amount of insurance will be approved in writing by the Superintendent. This policy is an appropriate expenditure from the CA or GIA.

In the event of any inconsistency between this Exhibit and the main body of the concession contract, the contract shall prevail.

POLICY FOR USE OF THE GOVERNMENT IMPROVEMENT ACCOUNT

The contract includes specific provisions establishing a GOVERNMENT IMPROVEMENT ACCOUNT (GIA) and describing its purpose or principal goals.

Appropriate GIA expenses include major capital expenditures in government-owned structures assigned to concessioners for concession purposes, such as foundation, building frame, window frame replacement, sheathing, subfloors, drainage, rehabilitation of building systems such as electrical, plumbing, built-in heating and air conditioning, roofing, and other improvements. Projects may also include additions to buildings.

The account shall not be used for operating costs of building systems or for minor adjustment and repair that would be the routine maintenance responsibility of the concessioner.

The account shall not be used for decorating costs, furniture, or periodic re-carpeting or other cosmetic work. Neither would the account be appropriate for cleaning, landscaping, or similar routine upkeep activity.

The GIA shall not be used for seasonal opening and closing costs.

Decisions on use of funds are based on the facts of the particular situation. However, appropriate expenditures will typically be non-recurring within a five-to-seven year time frame.

#### POLICY FOR USE OF THE CAPITAL ACCOUNT

The contract includes specific provisions establishing a CAPITAL ACCOUNT (CA) and describing its purpose or principal goals.

The basis for the account is the need to establish systematically available funds for the ongoing improvement of concession facilities. The use of a CA allows reserves to be established for known requirements even while exact projects, construction timing, and planning are not yet resolved.

CA projects include project planning, design, and construction of new buildings and infrastructure, rehabilitation of existing buildings and related infrastructure, demolition of old facilities, and site restoration. The CA can be used to supplement the GIA.

The CA is established to undertake nonrecurring projects of significant capital improvement to real property assigned to the concessioner. The CA will not be used for routine or cyclic repair and maintenance except where a CA project would obviate the need for cyclic repair and maintenance. The CA will not be used for acquisition, lease or maintenance of personal property.

#### PROJECT NOMINATION AND APPROVAL

1. Spending money from CA or GIA requires a coordinated effort between the Concessioner and the Superintendent. Projects must be proposed, prioritized, approved, bid and accomplished with an orderly process that ensures accountability.
2. The National Park Service staff and/or the Concessioner may submit proposals to the Superintendent for the use of the CA or GIA using a format established by the Superintendent for "Account Project Nomination" (a standard control form). It is intended that a nomination form be the first step in the development of a project file.

3. The Superintendent will establish an Account Committee (AC) to review and recommend approval/disapproval of project nominations. The committee will include the Park's Concession Management Specialist and other staff members deemed appropriate by the Superintendent. The Chair will be the park's lead concession operative unless a different appointment is made by the Superintendent. The Superintendent will establish a process to review and approve/disapprove project nominations based on, but not limited to, the following:

- Applicable Laws and regulations
- NPS Policies
- Concession Contract and Amendments Including the Appropriateness of the Project Given the GIA or CA Purposes Stated in this Exhibit
- Operating and Maintenance Plans
- Need, based on resource impacts or human risk factors
- Compliance with NPS planning documents
- Other applicable factors

Upon completion of the review, the AC will prepare a record of the evaluation and a recommendation for approval/disapproval by the Superintendent. The documentation will be placed in the "Project Statement" (a standard control form).

4. A Project Statement will guide and document each project's implementation through completion. This Statement will contain the following: justification, specific proposal, scope of work, design responsibility, proposed project schedule and compliance requirements. The Project Statement will be signed by the Superintendent and the Concessioner's authorized representative. The signed Project Statement constitutes official authority for the Concessioner to begin work on the project.

The Project Statement will provide a chronological audit trail of the project's decision making activity including meetings, inspections, change orders, etc., from nomination to project completion. Support documents will be maintained in the Project File or reference in the Project Statement where related documents can be found.

#### SPECIFICATIONS, DESIGN, AND BIDDING

1.a. Work funded by a CA/GIA account is to be accomplished through competitive contracts.

1.b. Construction work will not be done by concession employees unless the Superintendent determines that there are unusual circumstances that make such work both advantageous and effectively managed. Concessioners may use sole-source contracts only with the prior approval of the Superintendent.

1.c. Concessioner may not bid as independent contractors, or be employed by the contractor for GIA and CA projects.

1.d. The Concessioner shall not directly or indirectly, enter into any contract whereby it benefits directly or indirectly through the transfer of funds or other benefits from a GIA or CA project contractor.

- 1.e. Exceptions to these policies may be granted in writing by the Superintendent on a case-by-case basis when there are unusual circumstances, clear advantages to the government, and adequate controls.
2. The Concessioner will develop a project description sufficient to secure an architect, engineer, or construction contractor. These will be reviewed and authorized in writing by the Superintendent.
3. Plans and specifications will be prepared by the Concessioner and will follow NPS-10, NPS-48, and NPS-70. When design is involved in a project, the designs will be reviewed by the Superintendent as appropriate to the project, such as 50%, draft 100% completion, etc. Appropriate time should be allowed for design review by appropriate NPS staff at park, region, or service center, or by independent consultants.
4. Once plans and specifications are approved, the Concessioner will prepare to advertise or otherwise solicit or secure estimates or bids for the project.
5. For each project, the package for bidding or estimating will include, at minimum, plans and specifications, the General Provisions, and a draft contract or agreement under which the work will be carried out and that has been reviewed and approved by the Superintendent. If lodging and/or meals are provided by the Concessioner as part of the contract, the contract must include this provision and rates. If a project does not entail construction (e.g. planning and design work), a package must be developed that describes the proposed work in sufficient detail to secure responsive cost estimates and bids.
6. If the project is bid, the Concessioner will receive, open, and evaluate project bids.
7. The Concessioner will recommend and justify a contractor from among the bidders or from other sources if a bid process was not used. This recommendation will be accepted/rejected by the Superintendent in writing. Once confirmation has been issued, the Concessioner is authorized to sign a contract and proceed with the project.
8. At this time, the Concessioner will submit to the Superintendent an estimate of the final budget and time schedule for the project.
9. At appropriate intervals the Concessioner will submit to the Superintendent a progress report enumerating project costs, with invoices, certificates, and other documentation; and work accomplished to date.
10. Change orders on project contracts require approval in writing from the Superintendent.
11. Upon certification from the contractor that a project is complete, the project will be inspected jointly by the Concessioner and the Superintendent. The project will not be accepted by the Concessioner until authorized in writing by the Superintendent.
12. Upon project completion, the Concessioner will submit to the Superintendent a project completion report including total project costs, warranties, service manuals, other similar documents, and as-built drawings of the project in the form specified. Invoices, certificates, and other

documentation related to the final segment of work accomplished shall accompany the report and be the basis for final payment of the contractor. Final payment to the contractor and final reimbursement to the concessioner for administrative costs shall not be made until the project has been accepted in writing by the Superintendent. The Concessioner is required to submit a summary of administrative costs for the project.

Approved, effective November 1 1996.

CONCESSIONER

UNITED STATES OF AMERICA

BY: 

President  
Rainier Mountaineering, Inc.

BY: 

Acting Field Director  
Pacific West Field Area  
National Park Service

\*\*\* Mount Rainier National Park \*\*\*  
\*\*\*\* Pacific West Field Area - National Park Service \*\*\*\*

**MOUNT RAINIER NATIONAL PARK  
1999 ANNUAL MOUNTAIN GUIDE SERVICE OPERATING AGREEMENT  
with  
RAINIER MOUNTAINEERING, INC.**

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The Operations Agreement shall serve as a supplement to the current contract between Rainier Mountaineering Inc., and Mount Rainier National Park, National Park Service, but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the contract. In the event of any apparent conflict between the terms of the concessions contract and this Operating Plan, the terms of the concessions contract will prevail. This plan will remain in effect until superseded or amended.

**A. Management and Organization:**

1. The Superintendent is responsible for the total park operation. His authority is administered through a Concessions Analyst who monitors all concessions operations and evaluations.
2. During the operating seasons, the Concessioner's supervisory personnel will direct the day-to-day operations of the concession in the park under guidance of the Concessioner's senior officers. Camp Muir management responsibilities of the lead guides will be specified in writing by the Concessioner prior to the start of the season annually.
3. Concessioner is required by Contract Section 5 to maintain, in a satisfactory manner, all facilities used by the Concessioner within the National Park. This requirement is further explained by the Maintenance Plan, Contract Exhibit "F", between the Superintendent and the Concessioner which describes the type and degree of maintenance required of the Concessioner. An annual maintenance work program for these facilities is required by the Maintenance Plan.
4. Concessioner will adhere as closely as possible to the following ratio of guides to clients in all climbing parties:
  - a. Winter and Camp Muir seminars and summit climbs - one guide to four clients, with a guide on every rope.
  - b. Expedition seminars - One guide to every three clients, with a guide on every rope.
  - c. Climbing School - one to twelve.
5. Concessioner will provide National Park Service with a list of employees at the start of the season and will advise of staffing changes promptly. Concessioner will also provide National Park Service with a list of guides/clients camping in the Muir Corridor each night when guided climbs are occurring.
6. For any Concessioner-guided mountaineering event outside of the Muir Corridor, the lead guide **must secure a climbing permit** by registering the party with a Park Ranger. See Appendix A for delineation of Corridor.

The Concessioner must compete for space in climbing zones along with the general public and must comply with party size limits of no more than twelve (12) people per party on snow and ice and in trailside group campsites, and no more than five (5) per party in cross-country zones or when camping on bare ground in alpine zones.

7. The Concessioner will provide the National Park Service with a schedule of all climbs for the year by April 15, each year. Climbs will be broken down by groups listed in current-year brochure. The Concessioner will provide the park with the schedule of all private climbs in advance of said climbs.

Concession guides and clients must employ "leave no trace" camping techniques. At Camp Muir, for this purpose, camping must be close enough to use the public toilets. This includes disposing of human wastes into "Blue Bags", barrels, and toilets, as appropriate, and removing all their trash from the mountain. The building and maintenance of cairns, rock walls, and other surface-disturbing alterations will not be permitted. Enroute to climbing routes, Concessioner climbing parties are to walk on snow whenever possible and otherwise attempt to avoid the creation of trails and other impacts upon fragile areas, including the choosing of durable areas for camps and breaks. The climbing school day-use areas are to be policed after every use and clients/guides are to use the toilet facility at Panorama Point when it is available for such use.

8. The Concessioner will only be allowed a maximum of 35 guides/clients at Camp Muir. This figure does not include any cooks permanently stationed at Camp Muir. This figure will be allowed to exceed when weather or emergency conditions warrant.

**B. Quality of Services:**

1. Public services offered by the Concessioner must be satisfactory as judged by recognized standards of the industry and the rates for such services must be reasonable as judged by the services offered and statutory criteria.
2. All aspects of the concession operation will be evaluated at least two times during the year. Based on these evaluations, an overall rating will be assigned the Concessioner for the year's operations. Deficiency correction dates will be assigned with each inspection. Failure to comply within these dates will lead to an automatic reduction of the inspection score by one point.

**C. Security and Protection:**

1. National Park Service will:
  - a. Respond to all fires in concession-operated facilities and grounds with available workforce and fire suppression apparatus;
  - b. Provide basic structural fire training to key concession employees;
  - c. Respond to emergencies involving public safety, civil disturbance, and violation of the law;
  - d. Provide exterior security patrols of assigned buildings and property as part of routine area patrol when scheduling and available work force allow;
  - e. Provide and maintain, within present land and building assignment, exterior fire appliances, hose, hose boxes, extinguishers and nozzles.
  - f. Provide eight hours of natural resources and interpretive training to all climbing guides and managers prior to the beginning of peak climbing season.



- g. Management, Guide House staff, Lead Guides and all other employees are highly encouraged to carpool or utilize existing shuttle services to and from the Paradise area to minimize parking. The Concessioner will also urge potential and existing clients to utilize shuttle transportation and carpooling options. Future transportation changes will be discussed prior to the operating season for the Year 2000.

2. The Concessioner will:

- a. Be responsible for securing assigned or occupied buildings, equipment and facilities under its control;
- b. Replace and maintain, within assigned or occupied buildings in the park, interior fire appliances, hose, extinguishers and nozzles of an approved type;
- c. Assure that employees receive training in basic fire equipment use and that personnel are knowledgeable of their roles in the case of a fire emergency.
- d. Be responsible for the liability of concession employees when they are engaged in life safety actions such as fire fighting, search and rescue, etc. However, should concession employees be under emergency hire or VIP status with the park, then they will be covered under standard federal liability procedures (Tort Claims Act).
- e. Provide basic climbing and snow school to all National Park Service employees working in alpine or glacial areas. The park will provide the proper notification and avoid peak periods.

D. **Incident Reporting:**

Concession will notify Park Rangers of all incidents during normal duty hours. After hours Concessioner will call 911 to notify Rangers of any life-threatening or law enforcement incident. For minor incidents after hours, no notification of Rangers will be made. (Avoid nuisance calls, and Ranger overtime.)

1. **Accidents:**

- a. **Personal Injuries:** Other than extremely minor "band-aid" cases, first-aid attention should be obtained immediately from a Ranger. If first aid or medical attention is provided by someone else, this is to be reported to a Ranger as soon as possible after the incident. Injuries suffered by both concession employees and park visitors must be reported.

A quick response by a park ranger to an aid call may not be possible because of travel time, concurrent emergency in a remote location, or other reasons. It is important that the Concessioner make a strong effort to recruit individuals having current first-aid training, and preferably, Emergency Medical Technician certification.

- b. **Motor Vehicle Accidents:** All MVA's will be reported to a Park Ranger no matter how minor. A Ranger will investigate, and provide needed assistance.
- c. **Property Damage:** All damage to government property and significant damage to concession or private property must be reported to a Ranger immediately, whether or not such damage is the result of a violation of a law, or park regulation.

2. **Other Incidents:**

- a. **Violations Of Law:** This includes theft or damage to government, Concessioner, or personal property, intoxication, drug use, traffic offenses, assaults, suspicious persons, etc. Such incidents must be reported to a Ranger immediately. At all other times, the Concessioner will advise the park if they feel that a law enforcement action is, necessary or the potential exists.
- b. **Lost And Found:** Items found should be given to the appropriate Area Ranger (Ranger will pick up if notified) as soon as possible, but not more than five (5) days after receipt by the Concessioner. High value items, such as cameras, wallets, etc., must be properly secured, until they can be turned over to the Area Ranger. All found items will be tagged before being turned over to the park. Tags will indicate the location where the item was found, date, and name of the employee finding the item. If the owner of the found item is known to the Concessioner, the Concessioner will be responsible for returning the item to the rightful owner. All concession employees will be notified that they may not keep, or use, found items.

Visitors reporting lost items, will be directed to the nearest Ranger Station, where a Ranger will complete a report.

E. **Season of Operation:**

1. The major climbing season is approximately late May to late September and the winter operation from mid-December to mid-April. The Concessioner will submit proposed opening and closing dates in sufficient time to allow for approval by the Superintendent. Generally, the principal season of each operation is as follows:
  - a. Paradise Guide House full-time operation - May to late September. Open from 9 a.m. to 5 p.m., seven days a week.
  - b. Summit climbs - May to late September.
  - c. Ice Climbing schools - May to September.
  - d. Crevasse rescue schools - May to September.
  - e. Seminars - May to October.
  - f. Expedition seminars - May to September.
  - g. Winter seminars - November to April.
  - h. Camp Muir facilities - May through October.
  - i. Other activities that may be agreed upon by the Concessioner and the park Superintendent that fall within the scope of the contract.

F. **Land Assignment and Property Control:**

1. Documents have been provided the Concessioner, as part of his contract, indicating the land area and buildings assigned to the concession operation.
2. The National Park Service shall maintain a current inventory of government-owned property that may be assigned to the Concessioner.
3. The portable radio provided for the Concessioner's use by the National Park Service will be used according to established park radio procedures. Each employee will be instructed in these procedures at the start of the season. If units are available, the Superintendent may assign additional park radio units to the Concessioner for seminars.

G. **Retail Sales and Rentals:**

1. The Concessioner is responsible for maintaining high standards of merchandising and display of merchandise offered for sale. Items to be retailed must relate to the purpose of the concession and will not conflict with the GSI concession contract.
2. A responsible employee will accompany National Park Service personnel during inspections of concession facilities.
3. At the end of the operating season and after each periodic inspection is completed, the National Park Service will provide the Concessioner with a copy of the inspection forms with a date deficiencies are to be corrected. A follow-up inspection will be conducted to determine progress on the correction schedule. Failure to meet deficiency correction dates will lead to an automatic reduction of the inspection score by one point.
4. Rental equipment must be maintained in a good and safe condition. Marginal equipment must be removed from the premises immediately.
5. Merchandise and rental equipment will be inspected by a park representative and the inspection documented.

H. **Utilities:**

Rates for utility services furnished to the Concessioner by the National Park Service shall be established in accordance with Contract Section 7 and Special Directive 83-2, dated June 20, 1985.

I. **Public Information and Advertising:**

All advertising, promotional matter and news releases pertaining to this concession operation **must** be submitted to the Superintendent prior to printing or release. The Superintendent will determine that it is accurate, suitable, and in conformance with administrative policies of the National Park Service.

J. **Rates:**

1. The Concessioner will:  
  
Provide the Superintendent a list of rates proposed to be charged for goods and services in the coming year no later than six weeks after Concessioner fiscal year closure.  
  
Supply any special documentation to support proposed rates when requested.
2. The National Park Service will:  
  
Approve or disapprove rates and will inform the Concessioner within 30 days of their submission. Make spot checks for rate compliance without prior notice.

K. **Safety:**

1. The Concessioner will have an approved Risk Management Program prior to the beginning of the prime visitor's season. A Management Representative will be asked to participate on the park's Safety Committee.
2. The Concessioner will be required to maintain an up-to-date product inventory and Materials Safety Data Sheet (MSDS) collection and is encouraged to conduct tailgate safety sessions with employees to review the MSDS for the products they use. (Examples of such are: gasoline, oil, cleaning products, solvents, and paints.) The sessions should be documented. The

Concessioner will also be required to participate in the Hazardous Communication Training Program and maintain an attendance log. Periodic review by the park Safety Officer/Hazardous Material Coordinator of the Concessioner's product inventory, MSDS collection and tailgate safety sessions will be undertaken to insure compliance with OSHA and National Park Service standards. Copies of plans, instructions, etc., will be provided to the Concessioner by the park for their reference and use. The Concessioner will be responsible for disposal of their wastes.

3. The Concessioner will notify a park Ranger immediately of any injury or property damage accident that comes to its attention.
4. Concession employees will attend periodic fire drills as initiated by Rangers.
5. Climbing ropes and other climbing equipment will be inspected before and after each climb by a senior guide to ensure good condition. Climbing ropes will be replaced on a yearly basis.
6. All concession employees involved in helicopter operations will be equipped with and use hard hats, gloves, goggles and hearing protection at all times around operating aircraft.
7. All concession employees, when dealing in situations that involve life and safety of clients, will be included in all associated discussions.
8. *Concessioner will notify the Tahoma Unit Ranger and park Rangers, especially those at Camp Muir of when and where they place artificial aids (fixed lines, ladders) on a climbing route, and when they will be removed.*

**L. Annual Maintenance and Upkeep Agreement:**

1. A joint inspection by park and concession managers will be made no later than October 15 to draw up an annual maintenance schedule. This will allow time to make needed repairs during the period facilities are closed and prior to the reopening of the Guide House and Camp Muir facilities. A follow-up inspection of the Guide House will be made on or before May 15 and of the Camp Muir facilities by June 30, weather permitting.

**M. Annual Operating Plan:**

On or about January 1 annually, a formal meeting between park management and Concessioner will be held to discuss the Annual Operating Plan and set dates for opening facilities, etc. Most of the specific operating details such as hours, length of sea-son, rates, etc., will have been submitted to the Superintendent for approval prior to the meeting.

**N. Training:**

1. Prior to the start and continuing into climbing season, the Concessioner will provide to its employees, the appropriate climbing technical skills training pertaining to a climbing service. The Concessioner is also encouraged to document and update employee's personnel files as technical training is provided. Areas of specialized training will include, but not be limited to, avalanche awareness and hazard evaluation, first aid, technical rescue, anchors and anchor systems, and other mountaineering topics.
2. The Concessioner will provide all their guides eight (8) hours of search and rescue training. This may include avalanche rescue, technical rescue, or other mountaineering related search and/or rescue training, in addition to National Park Service policy environmental sensitivity training. The Concessioner will provide as many guides as possible to attend a National Park Service sponsored session of specialized search and rescue training which may be up to 24 hours long.

3. The Concessioner and the National Park Service will establish an equipment cache on the mountain, its location will be worked out among the senior guides and the Climbing Rangers. Likewise, the equipment located at the cache will be maintained by both parties.
4. There will be a cross-training, including an orientation session, for National Park Service and Concessioner employees. Part of this training will be devoted to the importance of the roles played by the National Park Service and the Concessioner in providing accurate information and quality of service to visitors. Since the Concessioner employees are frequently requested to assist National Park Service personnel, cross-training may include joint search and rescue practice, helicopter operations, and radio procedures.
5. New Concessioner employees are required to participate in a National Park Service orientation session prior to July 15. The National Park Service will inform the Concessioner of the dates of the training. The park's Chief Ranger will notify the park's Concessions Analyst with the date and time of the pre-season orientation, who in turn will notify the Concessioner.
6. The Concessioner will ensure that its employees are providing the visitor with accurate information concerning the park and the roles of the Concessioner and the National Park Service.
7. The Concessioner, in cooperation with the park staff and GSI management, shall provide employees for building fire suppression training.
8. Annual tryouts for new guides will have National Park Service representation who will document procedures and observations for the record and they will immediately notify Concessioner of their observations.

O. **Reporting Requirements:**

1. The Concessioner will furnish the park with a monthly and yearly summary of their guiding activities. The statistical information required will be determined by the park.
2. Special account payments or reports will be provided to the park's Concessions Management Analyst no later than the 15th of each month.

P. **Complaints:**

The Superintendent will immediately inform the Concessioner of any concession-related complaints. The Concessioner will immediately inform the Superintendent of any complaints received relating to the concession operation or any other aspect of the park operation. Copies of replies will be provided each office after mutual consultation.

Q. **Sanitation:**

1. The Concessioner is responsible for training its employees in proper sanitation methods and assuring their conformance to such practices. This includes both in-house training as well as that provided by the Regional Environmental Sanitation Consultant.
2. Camp Muir water system shall be maintained to U.S. Public Health Service standards. (See Maintenance Agreement - Exterior and Grounds, Item 7.)

R. **Food Sanitation:**

The employee food service operation will have the objective of protecting the health of concession employees. Food products will be protected from contamination and ensured maintained in wholesome condition during storage, preparation and serving. Food service utensils will be properly cleaned,

sanitized, dried, and stored. The U.S. Public Health Service Food Service Sanitation Manual will provide the standard guidelines for these practices. The water system at Camp Muir will be monitored with results documented when system is operational.

S. Concession Employees:

1. All employees who come in direct contact with the public, so far as practicable, must wear a uniform or name tag, by which they may be known, and distinguished as employees of the Concessioner.
2. Employees shall exercise courtesy and consideration in their relations with the public, and present a neat, clean, and otherwise attractive personal appearance. They also should be capable, and willing, to answer visitor's questions about their job, and provide information about the park, or be able to direct the visitor to a source for such information.
3. If requested, the Concessioner will provide documentation for training of guide(s) receiving/ conducting avalanche, search and rescue, helicopter operations or any other specialized mountaineering techniques.
4. All guides will have current certification in basic first aid and CPR techniques.
5. Possession of firearms is prohibited within the park, either on the employee's person or in any employee quarters located inside park boundaries.
6. The Concessioner may not hire spouses or children, of National Park Service employees, without prior written approval of the Superintendent.
7. National Park Service approved Concessioner employees who drive vehicles into park, are required to obtain a Mount Rainier National Park Vehicle Entrance Sticker, within **one (1) week of starting work**. Each employee must fill out an authorization form for **each vehicle**. The authorized Concessioner representative is responsible for certifying the employee's valid drivers license, current liability insurance, and current vehicle registration before signing form and issuing sticker(s). The Concessioner is also responsible for seeing that stickers are removed immediately at the end of the employment season.

T. Helicopter Operations:

1. Concessioner will advise National Park Service of the number of loads to be transported to and from Camp Muir, will weigh their loads, transport them to the heliport, and assist National Park Service personnel with loading and unloading of cargo nets. The Concessioner will provide any necessary paperwork in advance of helicopter operations.
2. Concessioner will be billed for the hours flown, plus a proportional part of the aircraft base cost.
3. National Park Service will provide opportunities for the Concessioner to participate in helicopter training sessions, including those associated with the military.
4. *Concessioner will pay proportional helicopter and other costs for servicing the Camp Muir toilet included in the land assignment identified in Exhibit "A" of the contract and provide manpower assistance.*

## APPENDIX A

### MUIR CORRIDOR DELINEATION

- **On the south** - by a line between Pebble Creek (at the trail crossing) east to McClure Rock, and from Pebble Creek (at the trail crossing) west (i.e., downstream) along the creek to the 6400 foot contour.

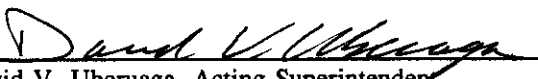
- **On the west** - by a line starting at the junction of Pebble Creek and the 6400 foot contour, following that contour to the eastern edge of the Nisqually Glacier, following the eastern edge of the Nisqually Glacier to the 9000 foot contour (end of rocks between Muir Snowfield and Nisqually glacier), then following a line from those rocks to the base of the Nisqually Cleaver to the summit.

- **On the east** - by a line from McClure Rock along the western edge of the Paradise and Cowlitz Glaciers (at the interface of the Muir Snow-field and Paradise/Cowlitz Glaciers), up to the 9600 foot contour, then following that contour to the rocks on the south side of Little Tahoma, and following the northern edge of Ingraham Glacier next to these rocks to the western-most rocks of Little Tahoma.

- **From that point** - continue on a line to the base of Disappointment Cleaver and then along its northern side to the top of the Cleaver. From the top of Disappointment Cleaver continue in a direct line to the summit of the mountain.

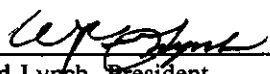
National Park Service - Rainier Mountaineering, Inc.  
1999 - Mountain Guide Services Operating Agreement

NATIONAL PARK SERVICE

  
\_\_\_\_\_  
David V. Uberuaga, Acting Superintendent  
Mount Rainier National Park

2/26/99  
\_\_\_\_\_  
Date

CONCESSIONER

  
\_\_\_\_\_  
W. Gerald Lynch, President  
Rainier Mountaineering, Inc.

23 Feb. 99  
\_\_\_\_\_  
Date



**RAINIER MOUNTAINEERING, INC.  
MOUNTAIN GUIDE SERVICE  
MAINTENANCE AGREEMENT  
1999 SEASON**

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The Maintenance Agreement shall serve as a supplement to the current contract between Rainier Mountaineering Inc. (RMI), and Mount Rainier National Park, National Park Service (NPS), but is not to be used to amend the authorization or to alter the rights and liabilities of the parties to the contract. In the event of any apparent conflict between the terms of the concessions contract and this Maintenance Plan, the terms of the concessions contract will prevail. This plan will remain in effect until superseded by a new concession contract or amended by mutual agreement.

Concessioner compliance with Section 106 of the Historic Preservation Act of 1966 is required - as well as responsibility for contacting the park historical architect to obtain Section 106 approval for any proposed actions on historical properties. These properties include the Paradise Guide House and the Camp Muir Cookhouse. Actions include, but are not limited to: painting, replacing floor, wall or ceiling surfaces, repairing or replacing historic fabric, permanently attaching objects to any interior or exterior portion of the building, and removing any permanently attached object from the building.

**I. Concessioners Responsibilities:**

Concessioner will be responsible for all interior maintenance of the Guide House (building No. P-602) main floor only. At Camp Muir the Concessioner is responsible for all interior maintenance of the Camp Muir cookhouse (Building No. P-050) and for all exterior and interior maintenance of concession-owned structures.

The area in all buildings that will be considered as the "interior" is as follows:

- A. The area inside all external walls that is not a part of the loadbearing structure. This shall include the inside of all doors and window frames, and the replacement of broken or cracked glass in windows and doors as a result of normal concession use. Any and all floor surfaces, including floor tile, linoleum, carpet, finish of wood floors, or other surface treatment, except for subflooring, be it concrete or wood.
- B. Those areas inside the roof which are not structurally loadbearing.
- C. The inside of fireplaces and chimney flues shall be considered as interior for normal cleaning.

**II. National Park Service Responsibilities:**

The National Park Service will be responsible for exterior maintenance and repair on buildings or parts thereof assigned to or primarily occupied by the Concessioner. The "exterior" will be considered as follows:

- A. Exterior walls and surface, including exterior portions of window sash, mullions, trim, structural stonework on Camp Muir cookhouse (P-050).
- B. Foundations, supports, and joists under the lowest subfloor, and internal interior loadbearing supports, unless part of an approved special project in which special account funds are utilized. This also includes cement flooring or wood subflooring.
- C. Composition roof (Camp Muir cookhouse - P-050).
- D. Exterior walk to the building foundation line. This includes blacktop and drainage.
- E. Exterior fire escapes (Palladian Chutes).

### III. Maintenance Schedule:

It shall be the responsibility of the Concessioner to perform the following on buildings or sections thereof assigned exclusively to the Concessioner.

#### A. Interior:

1. All interior painting or staining on not more than a five-year cycle. If government quarters are assigned, they will be inspected annually and will be repainted on a more frequent schedule or as determined by the park Superintendent.
2. Repair and upkeep of interior wood trim around doors and windows to be accomplished before each operating season.
3. Repair and replacement of plumbing, plumbing fixtures, electric wire, and electric fixtures and appliances as needed; except that replacement of a complete plumbing or electric system up to the fixtures resulting from major NPS renovation or code requirements in a building will be the responsibility of the National Park Service.
4. Repair, service, and operation of Guide House furnace, including regular check and replacement of filters as needed.
5. Maintenance, repair and/or replacement of all interior safety devices and appurtenances, including but not limited to fire extinguishers, fire hoses, emergency light packs, smoke or heat detection systems, sprinkler heads, exit signs and battery power backup for the above items requiring same. Those in-place fire sprinkler systems are to be inspected and serviced twice a year - spring and fall. The Concessioner may schedule such inspections himself or coordinate them with the hotel concessioner.
6. Maintenance of all interior floors and walking surfaces, including replacements of all floor surfaces within the buildings as determined by the Superintendent.
7. Maintenance and repair of doors and locks on main floor of the Guide House except main east door, which is responsibility of the hotel concessioner.
8. Provide all cleaning supplies, lamp bulb replacement, and cleaning services that will ensure neat and clean interior appearances in all assigned areas.
9. Professional inside cleaning and inspection of chimneys, flues, and exhaust ducts before each operating season, as required.
10. Window cleaning, inside and out, prior to each operating season and as needed throughout the season. Repair and replacement of all broken or cracked window glass and screens as needed within 10 days of damage.

#### B. Exterior and Grounds:

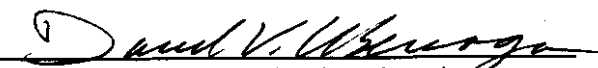
1. Install, remove and store shutters on all assigned facility windows that are susceptible to snow damage. Shutters are to blend with the structure's exterior with any identifying marks painted on the inside of the shutter so they do not detract from the overall building appearance.
2. Install sign "GUIDE HOUSE ENTRANCE" in spring and remove and store at the end of the season.
3. Assist GSI in removing snow from Guide House walk in spring prior to public opening.


4. Provide daily grounds maintenance, such as litter pickup, in areas indicated as assigned to the concessioner in Exhibit "A" to the contract and during the period each building is open to the public or in use by concession employees.
5. Bagged garbage and trash from Camp Muir is marked with a blue tag and placed in the Paradise Visitor Center garbage room (except for Camp Schurman) for disposal by the National Park Service at no cost to the Concessioner. In return, the concessioner will clean up and dispose of litter found along the climbing corridor between Camps Muir and Schurman and the summit at least weekly from July 1 through September 15 each year. Guide house trash will be identified with a red tag.
6. The Concessioner shall to participate in the park's recycling program and to transfer the appropriate items to the recycling center at Longmire.
7. Camp Muir water system shall be maintained to U.S. Public Health Service standards as follows:
  - a. Filtration will be of a staged cartridge type, with at least a 5-micron prefilter, and a 1-micron final filter. Disposable cartridges should be manufactured by Filterite as used throughout the park.
  - b. Use of a double-action handpump to force the water through the filters.
  - c. Polyethylene or PVC piping will be permanently connected between the pump and the filters, between the filters and the chlorine contact tanks, and between the contact tanks and the kitchen sink faucet.
  - d. Disinfectant (Chlorine) will take place in existing storage tanks on roof of Cook Hut. Residual at sink in hut should read at least 0.5 ppm.
  - e. Monitoring will take place from time system opens in spring until closure in fall. Daily chlorine residuals must be tested and recorded on a form. Form will be given each week to the park's Maintenance Division. Before any consumption of water takes place in spring, two consecutive bacteriological water tests must be negative. For remainder of season, two bacteriological tests should be performed each month with results submitted immediately upon receipt to the park's Maintenance Division.
8. During operating season Concessioner will at all times assist the National Park Service with cleaning of all public toilets at Camp Muir and Panoramic Point. This involves cleaning and sanitizing on a daily basis. Additionally, the concessioner will be responsible for removing all waste from their assigned toilet. The National Park Service will provide assistance and ensure proper procedures are adhered to.
9. The concessioner will assist in the moving of filled drums to helipad areas and shall be billed for a pro rata share of helicopter and personnel costs involved in human waste removal from the pit toilet within its land assignment. The concessioner will also pay a proportional amount for the disposal, blue bag and per drum. The rate will be determined at the time of disposal at the appropriate disposal site.
10. The Concessioner should refer to the Interior responsibilities stated in the Agreement when maintaining facilities in the Camp Muir area.
11. On or by October 15, there will be a joint annual inspection of all buildings, or parts thereof, assigned or owned by Concessioner. Specific repairs and maintenance items which require attention of either Concessioner or the National Park Service shall be identified and a written report prepared indicating any needed correction. The National Park Service will make a formal report of this inspection. The Concessioner will furnish a similar report and an outline of his maintenance program for the following year. Additionally when a major project is identified and the determination is made to utilize special account funds, the concessioner will be responsible for all design and contracting costs and assuring cost effectiveness.

National Park Service - Rainier Mountaineering, Inc.  
1999 - Mountain Guide Services Maintenance Agreement

NATIONAL PARK SERVICE

CONCESSIONER

  
David V. Uberuaga, Acting Superintendent  
Mount Rainier National Park

  
W. Gerald Lynch, President  
Rainier Mountaineering, Inc.

2/26/99  
Date

23 Feb. '99  
Date